

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	
	:	<b>Chapter 11</b>
<b>SEARS HOLDINGS CORPORATION, et al.,</b>	:	
	:	<b>Case No. 18-23538 (RDD)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>

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**INTERIM JUNIOR DIP ORDER**

**(I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POST-PETITION FINANCING AND (B) GRANT SECURED PRIMING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (II) MODIFYING THE AUTOMATIC STAY; (III) SCHEDULING FINAL HEARING; AND (IV) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”) of Sears Holdings Corporation (“Holdings”) and its affiliated debtors, as debtors and debtors-in-possession (collectively, the ”Debtors”) in the above-captioned chapter 11 cases (the ”Chapter 11 Cases”) pending in the United States Bankruptcy Court for the Southern District of New York (the ”Bankruptcy Court”) seeking entry of an interim order (this “Interim Junior DIP Order”) and a final order (the “Final Junior DIP Order”)

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovate Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

and, together with the Interim Junior DIP Order, the “Junior DIP Orders”) providing for, among other things, the following relief:

- (i) authorizing Sears Roebuck Acceptance Corp., a Delaware corporation, (“SRAC”), and Kmart Corporation, a Michigan corporation (“Kmart”, and together with SRAC, the “Junior DIP Borrowers”) to borrow, and each of the other Debtors, to guarantee (in such capacity, the “Junior DIP Guarantors” and, together with the Junior DIP Borrowers, the “Junior DIP Obligors”), a secured debtor-in-possession superpriority priming multiple draw term loan credit facility (the “Junior DIP Facility”), in an aggregate principal amount of up to \$350,000,000 on the terms and conditions set forth in the Junior DIP Credit Agreement, a copy of which, in substantially final form, is attached hereto as Exhibit B (the ”Junior DIP Credit Agreement”), among the Debtors, Cantor Fitzgerald Securities, as administrative agent (“Junior DIP Administrative Agent”) and collateral agent (in both capacities collectively, the ”Junior DIP Agent”), the term loan lenders from time to time party thereto (the “Junior DIP Lenders,” and together with the Junior DIP Agent, the “Junior DIP Credit Parties”), allocated and made available to the Junior DIP Borrowers as follows:
  - (a) upon entry of this Interim Junior DIP Order, subject to the terms and conditions set forth in the Junior DIP Credit Agreement and this Interim Junior DIP Order, a term loan credit facility with aggregate initial commitments of up to \$250,000,000 (“Initial Junior DIP Commitments”);
  - (b) upon entry of the Final Junior DIP Order, subject to the terms and conditions set forth in the Junior DIP Credit Agreement, the Junior DIP Documents and the Final Junior DIP Order, a term loan credit facility with aggregate commitments of up to \$350,000,000 (the “Junior DIP Commitments”) and the advances made pursuant thereto, (the “Junior DIP Advances”, and together with the Junior DIP Commitments including the Initial Junior DIP Commitments and all other obligations under the Junior DIP Documents (as defined below), the “Junior DIP Secured Obligations”);
- (ii) authorizing the Junior DIP Obligors to execute, deliver and abide by (x) the Junior DIP Credit Agreement, (y) the DIP Intercreditor Agreement (as defined below) and (z) any other agreements, instruments, pledge agreements, guarantees, control agreements and other loan documents related to any of the foregoing (including any security agreements, intellectual property security agreements, notes, blocked account agreements, deposit account control agreements, securities account control agreements, credit card acknowledgements, credit card agreements, collateral access agreements, landlord agreements, warehouse agreements, bailee agreements, carrier agency agreements, customs broker agency agreements, subordination agreements (including any intercompany subordination agreements), and freight forwarder agreements, and all Uniform Commercial Code filings and all filings with the United States Patent and Trademark Office or the United States Copyright

Office with respect to the recordation of an interest in the intellectual property of the Debtors) (each of the foregoing, as amended, restated, supplemented, waived, and/or modified from time to time, and collectively, with the Junior DIP Credit Agreement, and the DIP Intercreditor Agreement, the “Junior DIP Documents”), and to perform such other acts as may be necessary or desirable in connection with the Junior DIP Documents;

- (iii) authorizing the Junior DIP Administrative Agent to terminate any of its obligations under the Junior DIP Documents upon the occurrence and continuance of a Termination Event (as defined below), which includes an Event of Default (as defined in the Junior DIP Documents);
- (iv) as collateral security for all Junior DIP Secured Obligations, granting to the Junior DIP Agent, for itself and for the benefit of all Junior DIP Credit Parties, in accordance with the relative priorities set forth in the Junior DIP Orders and in that certain DIP Intercreditor Agreement by and between the Junior DIP Agent and the DIP ABL Agents (the “DIP Intercreditor Agreement”), and in each case subject to the Carve-Out (as defined below), as more fully described herein including paragraphs O(d), 11, 13 and 14 with respect to, among other things, use of Cash Collateral and priority:
  - (a) pursuant to sections 364(c)(1), 503(b), and 507(a)(2) of title 11 of the United States Code (the “Bankruptcy Code”), joint and several superpriority allowed administrative priority expense claims in each of the Junior DIP Obligors’ Chapter 11 Cases and any Successor Cases (as defined below); provided, however, that such claims shall be of equal priority to the DIP ABL Superpriority Claims (as defined in the DIP ABL Order) granted to the DIP ABL Control Co-Collateral Agent (as defined in the DIP ABL Order) under the postpetition financing order entered October 16, 2018 [Docket No. 101] (the “Interim DIP ABL Order”, and together with any final DIP ABL order (the “Final DIP ABL Order”) entered by the Bankruptcy Court approving the DIP ABL Credit Facility, the “DIP ABL Order”).<sup>2</sup>
  - (b) pursuant to section 364(c)(3) of the Bankruptcy Code, an automatically perfected junior security interest in and lien on the Prepetition ABL Collateral and all proceeds thereof;
  - (c) pursuant to section 364(d) of the Bankruptcy Code, an automatically perfected junior security interest in and lien on all property (including all proceeds thereof) of the Junior DIP Obligors’ estates (other than the

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<sup>2</sup> Substantially concurrently herewith, the Bankruptcy Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing, (B) Grant Senior Secured Priming Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; And (IV) Granting Related Relief* [Docket No. [ ]].

Prepetition ABL Collateral) that is subject to valid and perfected liens and security interests in favor of third parties existing on the Petition Date (as defined below), junior only to (i) such valid and perfected liens and security interests in such property in favor of such third parties as of the Petition Date, (ii) the Senior Permitted Liens (as defined in the Junior DIP Documents), and (iii) the DIP ABL Liens;

- (d) pursuant to section 364(d) of the Bankruptcy Code, an automatically perfected security interest in and lien on (i) all of the rights, title and interest of any Junior DIP Obligor in that certain cause of action identified on Schedule 1 hereto, and (ii) all of the rights, title and interest of any Junior DIP Obligor in the assets set forth in Schedule 2 hereto and all books, records, documents and data related thereto and all proceeds thereof, *pari passu* with the DIP ABL Liens; and
- (e) pursuant to section 364(d) of the Bankruptcy Code, an automatically perfected security interest in and lien on all unencumbered assets, and all proceeds (other than the collateral described above in (i)(d)) of the Junior DIP Obligors' estates that are not subject to a valid and perfected lien on the Petition Date (including all unencumbered assets created or acquired after the Petition Date, excluding, for the avoidance of doubt, any such assets that constitute Prepetition ABL Collateral and, without limitation, specifically including those assets described on Schedule 3 hereto) junior only to the Carve-Out and the DIP ABL Liens<sup>3</sup>;
- (v) authorizing and directing the Junior DIP Obligors to pay the principal, interest, fees, expenses and other amounts payable under the Junior DIP Documents as they are earned, due and payable in accordance with the terms of the Junior DIP Documents and the Junior DIP Orders;
- (vi) [RESERVED];
- (vii) [RESERVED];
- (viii) solely upon entry of the Final Junior DIP Order, the waiver by the Junior DIP Obligors for the benefit of the Junior DIP Credit Parties (solely in their capacities as such) of (a) any right to surcharge the Junior DIP Collateral pursuant to section 506(c) of the Bankruptcy Code, (b) any rights under the "equities of the

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3 Solely upon entry of the Final Junior DIP Order, the Debtors will request that all of the proceeds (the "Avoidance Action Proceeds") of the Junior DIP Obligors claims and causes of action arising under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (the "Avoidance Actions") and the proceeds of any and all claims or causes of action against current or former directors and officers of any Junior DIP Obligor including, without limitation, any claim for or relating to a breach of fiduciary duty by any such director or officer ("D&O Claims") shall constitute Junior DIP Collateral.

- case” exception in section 552(b) of the Bankruptcy Code, and (c) the equitable doctrine of “marshaling” or any similar doctrine with respect to the Junior DIP Collateral;
- (ix) vacating and modifying the automatic stay under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms of the Junior DIP Orders and the Junior DIP Documents; and
  - (x) pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), requesting an initial hearing on the Motion be held before the Bankruptcy Court to consider entry of the Interim Junior DIP Order (the “Interim Hearing”) to authorize on an interim basis a multiple draw borrowing under the Junior DIP Documents in an aggregate amount of up to \$250 million;
  - (xi) approving the DIP Intercreditor Agreement; and
  - (xii) scheduling a final hearing (the “Final Hearing”) to approve the Motion and consider entry of the Final Junior DIP Order.

The Interim Hearing having been held before the Bankruptcy Court on November 27, 2018, pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), and upon the record of and representations at the Interim Hearing; and after due deliberation and consideration and sufficient cause appearing therefor:

**THE BANKRUPTCY COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:<sup>4</sup>**

**A. Petition Date.** On October 15, 2018 (the “Petition Date”), each of the Debtors except for SHC Licensed Business LLC and SHC Promotions LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. On October 18, 2018, SHC Licensed Business LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. On October 22, 2018, SHC Promotions LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

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<sup>4</sup> The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

**B. *Joint Administration.*** On the Petition Date, the Bankruptcy Court entered an order approving the joint administration of the Chapter 11 Cases. On November 6, 2018, the Bankruptcy Court entered an order approving the joint administration of the chapter 11 cases of SHC Licensed Business LLC and SHC Promotions LLC with the other Debtors' chapter 11 cases.

**C. *Debtors in Possession.*** The Debtors are continuing in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

**D. *Official Committees.*** No trustee or examiner has been appointed in these Chapter 11 Cases as of the date of this Interim Junior DIP Order. The Official Committee of Unsecured Creditors (the "Creditors' Committee") was appointed in these Chapter 11 Cases on October 24, 2018 [Docket No. 276].

**E. *Jurisdiction and Venue.*** The Bankruptcy Court has jurisdiction over these proceedings pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Bankruptcy Court may enter an Interim and a Final Junior DIP Order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief set forth herein are sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d), 364(e), 503, 506 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Rule 4001-2 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules").

**F. *Notice.*** Adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Interim Junior DIP Order shall be

required, except as set forth in paragraph 68 below. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors' estates.

**G. DIP ABL Facility.** Substantially concurrently herewith, the Bankruptcy Court entered the DIP ABL Order. Capitalized terms used but not defined herein have the meanings ascribed to them in the DIP ABL Order.

**H. Debtors' Stipulations.** The Junior DIP Credit Parties have relied upon the Debtors' Stipulations (as defined in the DIP ABL Order) and are entitled to rely upon the Debtors' Stipulations as if fully set forth herein; *provided* that nothing in this Interim Junior DIP Order shall alter, modify, or affect the finality of the Debtors' Stipulations as set forth in the DIP ABL Order; *provided further*, that none of the Debtors' Stipulations shall apply to ESL Investments, Inc. or any of its affiliates (including any fund in which ESL or any affiliate of ESL acts as investment manager, investment advisor, general partner, managing member or in any similar capacity, the "ESL Affiliates," and together with ESL Investments, Inc., "ESL"), or any other insider or such insider's affiliates (a "Non-ESL Insider"). For the avoidance of doubt any reference to "insider" or "Non-ESL Insider" in this Interim Junior DIP Order shall not include the Sears Holdings Pension Plan.

**I.** [RESERVED].

**J.** [RESERVED].

**K. Validity of Prepetition Obligations/Prepetition Collateral related to ESL and Any Other Insider.** Nothing herein shall constitute a finding or ruling by this Court in favor of ESL, or any Non-ESL Insider, that any Prepetition Obligation and/or Prepetition Lien in respect of any Prepetition Obligations owned by ESL (collectively, the "ESL Debt"), or any Non-ESL Insider, is valid, senior, enforceable, prior, perfected, or non-avoidable, *provided, however* there shall be no

effect or impact on (i) any Prepetition ABL Obligations owed to any person or entity other than ESL, or any Non-ESL Insider, (ii) any of the Prepetition ABL Liens, or (iii) any adequate protection granted to the Prepetition ABL Credit Parties pursuant to and in accordance with the terms of the DIP ABL Orders; notwithstanding anything to the contrary herein, with respect to (ii) or (iii) of this proviso, ESL, or any Non-ESL Insider, shall not be entitled to any proceeds or other distributions on account of such Prepetition ABL Liens, Adequate Protection Liens, prepetition claims, or Adequate Protection Claims absent further order of the Bankruptcy Court; *provided* that this sentence shall not apply to the cash payment of post-petition interest on the Prepetition ABL Obligations as adequate protection, subject to any rights of the Debtors or the Creditors' Committee to seek disgorgement of any such adequate protection payments from ESL, any Non-ESL Insider, or any of their respective immediate or mediate transferees. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors or the Creditors' Committee, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged ESL Debt and/or related security interests or Prepetition Obligations and/or related security interests owned by any Non-ESL Insider, *provided*, *however* there shall be no effect or impact on (i) any Prepetition ABL Obligations owed to any person or entity other than ESL, or any Non-ESL Insider, (ii) any of the Prepetition ABL Liens, or (iii) any Adequate Protection Liens granted to the Prepetition ABL Credit Parties; notwithstanding anything to the contrary herein, with respect to (ii) or (iii) of this proviso, ESL, or any Non-ESL Insider, shall not be entitled to any proceeds or other distributions on account of such Prepetition ABL Liens, Adequate Protection Liens, prepetition claims, or Adequate Protection Claims absent further order of the Bankruptcy Court; *provided* that this proviso shall not apply to the cash payment of post-petition interest on the Prepetition ABL Obligations as adequate

protection, subject to any rights of the Debtors or the Creditors' Committee to seek disgorgement of any such adequate protection payments from ESL, any Non-ESL Insider, or any of their respective immediate or mediate transferees. For the avoidance of doubt, nothing herein shall be deemed a waiver of (a) the provisions of section 506(c) of the Bankruptcy Code, (b) any "equities of the case" under section 552(b) of the Bankruptcy Code, or (c) the equitable doctrine of "marshaling" or any similar doctrine with respect to any ESL Debt or Prepetition Obligations owned by any Non-ESL Insider, collateral securing any ESL Debt or Prepetition Obligations owned by any Non-ESL Insider, in each case, after payment in full of all Junior DIP Obligations and Prepetition ABL Obligations not constituting ESL Debt or Prepetition Obligations owned by any Non-ESL Insider. Nothing in this paragraph shall affect or impact the Prepetition ABL Obligations that are not owned by ESL, or any Non-ESL Insider, or Prepetition ABL Liens securing such obligations, or any adequate protection granted to the Prepetition ABL Credit Parties other than ESL, or any Non-ESL Insider.

**L. *Cash Collateral.*** The Junior DIP Obligors represent that all of the Junior DIP Obligors' cash, including the cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition ABL Collateral, constitutes Cash Collateral and is Prepetition ABL Collateral but not Prepetition Second Lien Collateral.

**M. *Permitted Prior Liens.*** Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien (as defined in the Junior DIP Credit Agreement) is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the DIP ABL Credit Parties, the Junior DIP Credit Parties, the Prepetition Credit Parties, or the Creditors' Committee, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of

any alleged Permitted Prior Lien and/or security interests. For the avoidance of doubt, nothing herein shall be deemed a waiver of (a) the provisions of section 506(c) of the Bankruptcy Code, (b) any “equities of the case” under section 552(b) of the Bankruptcy Code, or (c) the equitable doctrine of “marshaling” or any similar doctrine with respect to the Permitted Prior Liens, *provided that* the lack of such a waiver shall not adversely affect in any manner the Prepetition ABL Credit Parties, the DIP ABL Credit Parties, or the Junior DIP Credit Parties, *provided, further* that any attempts or efforts to invoke the provisions referenced in clauses (a) through (c) of this sentence shall be subject in all respects to the prior written consent of the DIP ABL Agent, and the Prepetition ABL Agents until the payment in full in cash of all the DIP ABL Obligations and Prepetition ABL Obligations, respectively.

**N. [RESERVED].**

**O. *Findings Regarding DIP Financing.***

a. ***Good Cause.*** Good cause has been shown for the entry of this Interim Junior DIP Order, and the Junior DIP Obligors’ have exercised good business judgment in seeking such relief, which is necessary to each of them and in the best interests of their respective estates and creditors. All objections to the Motion have been resolved as set forth herein or resolved as otherwise ruled by the Bankruptcy Court at the Interim Hearing.

b. ***Request for Post-Petition Financing.*** The Junior DIP Obligors have sought authority to enter into the Junior DIP Documents. The Junior DIP Credit Parties shall have no obligation to make or be deemed to have made loans, advances or other extensions of credit under the Junior DIP Facility except to the extent required under the respective Junior DIP Documents and shall have no obligation to waive any conditions required thereunder. The Junior DIP Obligors have sought authority to use Cash Collateral on the terms described in the Final DIP

ABL Order, and in accordance with the Approved Budget, to administer their Chapter 11 Cases and fund their operations.

c. ***Need for Post-Petition Financing.*** The Debtors' need to obtain credit as set forth in the Junior DIP Documents is immediate and critical in order to, among other things, enable the Debtors to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships, pay employees, protect the value of their assets and otherwise finance their operations requires the availability of working capital from the Junior DIP Facility, the absence of either of which would immediately and irreparably harm the Debtors, their estates, creditors and other stakeholders, and the possibility for maximizing the value of their businesses. The Debtors do not have sufficient available sources of working capital and financing to operate their business or to maintain their properties in the ordinary course of business without the Junior DIP Facility. Consummation of the financing contemplated by the Junior DIP Documents, pursuant to the terms of this Interim Junior DIP Order therefore are in the best interests of the Debtors' estates.

d. ***No Credit Available on More Favorable Terms.*** Given their current financial condition, financing arrangements, and capital structure, despite diligent efforts, the Junior DIP Obligors are unable to reasonably obtain junior post-petition financing from sources other than the Junior DIP Lenders on terms more favorable than those set forth in the Junior DIP Documents. The Junior DIP Obligors have been unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Junior DIP Obligors have also been unable to obtain junior secured credit from other sources on better terms: (a) solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) secured only by a lien on property

of the Junior DIP Obligors and their estates that is not otherwise subject to a lien; or (c) secured solely by a junior lien on property of the Junior DIP Obligors and their estates that is already subject to a prepetition lien. Further, the (i) DIP ABL Loan Parties consent to the *pari passu* sharing of liens on Specified Collateral with the Junior DIP Obligors, on the terms and conditions set forth in the DIP Intercreditor Agreement, (ii) no Prepetition Credit Party has objected to the priority of the Adequate Protection Liens set forth in the DIP ABL Final Order, subject to entry of the DIP ABL Final Order, and this Interim Junior DIP Order, and (iii) the adequate protection provided in the DIP ABL Orders is sufficient to satisfy the requirements of section 364(d) of the Bankruptcy Code. Junior priority financing on a post-petition basis is not otherwise available without granting the Junior DIP Agent, for itself and for the benefit of all of the other Junior DIP Credit Parties: (i) perfected security interests in and liens on (each as provided herein) all of the Junior DIP Obligors' existing and after-acquired assets with the priorities set forth herein; (ii) superpriority claims; and (iii) the other protections set forth in this Interim Junior DIP Order.

1. ***Use of Proceeds; Approved Budget.*** As a condition to entry into the Junior DIP Documents, the extensions of credit under the Junior DIP Facility, the Junior DIP Lenders require, and the Junior DIP Obligors have agreed, that proceeds of the Junior DIP Facility and Cash Collateral shall be used in accordance with the terms of the Junior DIP Documents, and the DIP ABL Documents, including the Approved Budget, which shall be subject to (a) such variances as may be permitted by the Junior DIP Documents, (b) this Interim Junior DIP Order, and (c) the Carve-Out. The Junior DIP Obligors shall not directly or indirectly pay any expense or other disbursement other than those set forth in the Approved Budget or the Carve-Out. The proceeds of the Junior DIP Facility shall be used solely as provided in the Junior DIP Documents

and the proceeds of the Junior DIP Facility and Cash Collateral shall be used solely in accordance with the Approved Budget (subject to the Carve-Out).

2. ***Willingness to Provide Financing.*** The Junior DIP Lenders have indicated a willingness to provide financing to the Junior DIP Obligors, subject to the entry of this Interim Junior DIP Order and conditioned upon entry of the Final Junior DIP Order, including findings that such financing is essential to the Junior DIP Obligors' estates, that the Junior DIP Lenders are extending credit to the Junior DIP Obligors as set forth in the Junior DIP Documents in good faith, and that the Junior DIP Credit Parties' claims, superpriority claims, security interests, liens, rights, and other protections will have the protections provided in section 364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument or reconsideration of this Interim Junior DIP Order, the Final Junior DIP Order or any other order. As a condition to the entry into the Junior DIP Documents and the extensions of credit under the Junior DIP Facility, the Junior DIP Obligors, the Junior DIP Agent, and the other Junior DIP Credit Parties have agreed that proceeds of Junior DIP Collateral and all payments and collections received by the Junior DIP Obligors shall be applied solely as set forth in the Junior DIP Documents and the Junior DIP Orders.

3. ***Business Judgment and Good Faith Pursuant to Section 364(e).*** The extension of credit under the Junior DIP Facility and the Junior DIP Documents on the terms set forth herein are fair, reasonable, and the best available to the Junior DIP Obligors under the circumstances, reflect the Junior DIP Obligors' exercise of sound and prudent business judgment, are supported by reasonably equivalent value and consideration, and were entered into at arm's-length, under no duress, and without undue influence, negligence or violation of public policy or law. The Junior DIP Documents and the Junior DIP Facility were negotiated in good

faith and at arm's length among the Junior DIP Obligors, DIP ABL Loan Parties, certain of the Prepetition Credit Parties, the DIP ABL Credit Parties, and the Junior DIP Credit Parties, under no duress, and without undue influence, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the Junior DIP Facility including in respect of the granting of the Junior DIP Liens, any challenges or objections to the Junior DIP Facility, and all documents related to any and all transactions contemplated by the foregoing. Any credit to be extended as set forth in this Interim Junior DIP Order and in the Junior DIP Documents shall be deemed to have been so allowed, advanced, made, used or extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and the Junior DIP Credit Parties are therefore entitled to the protections and benefits of section 364(e) of the Bankruptcy Code and this Interim Junior DIP Order, and therefore, the claims, security interests, liens, and other protections granted pursuant to this Interim Junior DIP Order should be preserved to the extent provided for in this Interim Junior DIP Order.

4. ***Priority of Liens.*** The priority of the Junior DIP Liens on the DIP ABL Collateral to the extent set forth in this Interim Junior DIP Order will enable the Junior DIP Obligors to obtain the Junior DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors. The Required Lenders (as defined in the DIP ABL Credit Agreement) have consented to liens solely to the extent set forth in this Interim Junior DIP Order and the DIP ABL Orders. The DIP ABL Lenders have acted in good faith in connection with the negotiation and approval of the Junior DIP Facility.

5. ***Adequate Protection for Prepetition Credit Parties.*** The Prepetition Credit Parties are entitled to, and shall receive, adequate protection as set forth in the DIP ABL Order.

Nothing in this Interim Junior DIP Order shall alter, modify, or affect the finality of the rights of the Prepetition Credit Parties, other than ESL, or any Non-ESL Insider, to adequate protection as set forth in the DIP ABL Order.

6. ***Sections 506(c) and 552(b).*** In the Final Junior DIP Order, the Debtors will seek a waiver, for the benefit of the Junior DIP Credit Parties (solely in their capacities as such), of (a) the provisions of section 506(c) of the Bankruptcy Code, (b) any “equities of the case” under section 552(b) of the Bankruptcy Code, and (c) the equitable doctrine of “marshaling” or any similar doctrine with respect to the Junior DIP Collateral, except to the extent set forth in paragraph 12 below and with respect to their rights under the DIP Intercreditor Agreement, in light of (i) the subordination of their liens and superpriority claims, as applicable, to the Carve-Out, and (ii) the Approved Budget covering all administrative costs projected by the Junior DIP Obligors. For the avoidance of doubt, nothing herein shall be deemed a waiver of (a) the provisions of section 506(c) of the Bankruptcy Code, (b) any “equities of the case under section 552(b) of the Bankruptcy Code or (c) the equitable doctrine of “marshaling” or any similar doctrine with respect to any prepetition liens.

7. ***Final Hearing.*** At the Final Hearing, the Junior DIP Obligors will seek final approval of the proposed post-petition financing arrangements pursuant to the Final Junior DIP Order, which shall be in form and substance acceptable to the Junior DIP Agent in its sole and absolute discretion. Notice of the Final Hearing and Final Junior DIP Order will be provided in accordance with this Interim Junior DIP Order and no further notice, except as provided by this Interim Junior DIP Order, shall be required.

8. ***Immediate Entry.*** The Junior DIP Obligors have requested immediate entry of this Interim Junior DIP Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and

Local Bankruptcy Rule 4001-2. The authorization granted herein on an interim basis to enter into the Junior DIP Documents, and to borrow under the Junior DIP Facility is necessary to avoid immediate and irreparable harm to the Junior DIP Obligors and their estates during the period beginning on the date hereof through and including the earlier to occur of (i) the date of the entry of the Final Junior DIP Order by this Court and (ii) the Termination Date (as defined below). This Court concludes that the entry of this Interim Junior DIP Order is in the best interests of the Junior DIP Obligors and their estates and creditors because it will, among other things, allow the Junior DIP Obligors to meet payroll and other critical expenses and thereby maximize the value of their estates.

9. ***Notice.*** Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors, whether by facsimile, email, overnight courier or hand delivery, to certain parties in interest as set forth in the Motion. The notice given by the Debtors of the Motion, the relief requested therein, and the Interim Hearing constitutes adequate notice thereof and complies with Bankruptcy Rules 4001(b) and (c) and the Local Bankruptcy Rules, and no further notice of the relief granted herein is necessary or required.

Based upon the foregoing findings and conclusions, the Motion and the record before the Bankruptcy Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. ***Motion Granted.*** The Motion is granted on an interim basis to the extent set forth herein.
2. [RESERVED]

3.     ***Objections Overruled.*** All objections to and reservations of rights with respect to the interim relief sought in the Motion and to the entry of this Interim Junior DIP Order to the extent not withdrawn or resolved are hereby overruled on the merits in their entirety.

**Junior DIP Facility Authorization**

4.     ***Authorization of the Junior DIP Documents.*** The Junior DIP Obligors are hereby authorized to execute, issue, deliver, enter into, and adopt, as the case may be, the Junior DIP Documents to be delivered pursuant hereto or thereto or in connection herewith or therewith. The Junior DIP Obligors are hereby authorized to borrow money under the applicable Junior DIP Documents, on an interim basis in accordance with and subject to the terms and conditions of this Interim Junior DIP Order and the Junior DIP Documents, and to perform all other obligations hereunder and thereunder, provided that until the entry of the Final Junior DIP Order, the Junior DIP Obligors are only authorized to borrow an aggregate principal amount of up to \$250 million under the Junior DIP Facility.

5.     [RESERVED].

6.     ***Authorized Action.*** In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to perform all acts, to make, execute and deliver all instruments and documents that may be necessary or required for performance by the Junior DIP Obligors under the Junior DIP Documents and the creation and perfection of the Junior DIP Liens described in, provided for and perfected by this Interim Junior DIP Order and the Junior DIP Documents. Subject to paragraphs 19(e) of the DIP ABL Order, the Junior DIP Obligors are hereby authorized to pay, in accordance with this Interim Junior DIP Order, the principal, interest, fees, expenses and other amounts described in the Junior DIP Documents as such become due and without need to obtain further Court approval, including administrative agent fees, closing fees,

extension fees, undrawn fees, monitoring fees, and the fees and disbursements of the Junior DIP Agent's attorneys, advisers, accountants and other consultants. All fees shall be payable in accordance with the Junior DIP Documents.

7. ***Validity of Junior DIP Secured Obligations.*** Upon entry of this Interim Junior DIP Order, the Junior DIP Documents shall represent valid, binding and unavoidable obligations of the Junior DIP Obligors, enforceable against the Junior DIP Obligors and their estates in accordance with their terms, subject to the terms of this Interim Junior DIP Order and the DIP Intercreditor Agreement. The Junior DIP Documents and this Interim Junior DIP Order constitute and evidence the validity and binding effect of the Junior DIP Secured Obligations of the Junior DIP Obligors, which Junior DIP Secured Obligations shall be enforceable, jointly and severally, against the Junior DIP Obligors, their estates and any successors thereto, including any trustee or other estate representative appointed in the Chapter 11 Cases or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases (each, a "Successor Case"). No obligation, payment, transfer, or grant of a security or other interest to the Junior DIP Agent or any other Junior DIP Credit Party under the Junior DIP Documents or this Interim Junior DIP Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or any applicable law (including under sections 502(d), 544, 548 or 549 of the Bankruptcy Code), or subject to any defense, reduction, set-off, recoupment, claim or counterclaim. The Junior DIP Secured Obligations include all loans and any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by the Junior DIP Obligors to the Junior DIP Credit Parties under the Junior DIP Documents, and, in the case of each of the foregoing, including all principal, interest, costs, fees, expenses and other amounts owed in connection therewith or otherwise pursuant to the Junior DIP Documents.

8. ***No Obligation to Extend Credit.*** The Junior DIP Credit Parties shall have no obligation to make loans or advances under the Junior DIP Facility unless and until the conditions precedent to the closing and the making of such extensions of credit under the Junior DIP Documents, (including those set forth in the Junior DIP Credit Agreement), have been satisfied in full or waived in accordance with the terms of the Junior DIP Documents (such date, the “Initial Closing Date”), which date shall occur no later than three (3) business days after the entry of this Interim Junior DIP Order (as such date may be extended by agreement of the Debtors and the Junior DIP Agent without further order of the Bankruptcy Court).

9. ***Use of Junior DIP Facility Proceeds.*** The Junior DIP Obligors are authorized, subject to the satisfaction of the terms and conditions set forth in the Junior DIP Documents, to use proceeds of extensions of credit under the Junior DIP Facility only for the purposes specifically set forth in this Interim Junior DIP Order and the Junior DIP Documents (i) for the ongoing working capital and general corporate purposes of the Junior DIP Obligors, in each case consistent with, subject to, and within the limitations contained in, the Approved Budget; and (ii) to pay fees, costs and expenses incurred in connection with the transactions contemplated hereby and other administration costs incurred in connection with the Chapter 11 Cases (including all fees, charges and disbursements of all counsel and advisors to the Junior DIP Agent and the Junior DIP Lenders).

10. ***No Obligation to Monitor.*** No Junior DIP Credit Party shall have any obligation or responsibility to monitor any Junior DIP Obligor's use of the Junior DIP Facility, and each Junior DIP Credit Party may rely upon each Junior DIP Obligor 's representations that the amount of debtor in possession financing requested at any time, and the use thereof, are in

accordance with the requirements of this Interim Junior DIP Order, the Junior DIP Documents, and Bankruptcy Rule 4001(c)(2).

11. ***Junior DIP Superpriority Claims.*** Subject to the Carve-Out and the last sentence of this paragraph 11, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the Junior DIP Secured Obligations shall constitute allowed administrative expense claims against each of the Junior DIP Obligors' estates, jointly and severally, with equal priority to the DIP ABL Superpriority Claims and otherwise with priority over any and all administrative expenses, including any superpriority claims associated with any other postpetition financing facility, all Adequate Protection Claims and, to the fullest extent permitted under the Bankruptcy Code, all other claims against the Junior DIP Obligors, now existing or hereafter arising, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the "Junior DIP Superpriority Claims"), which Junior DIP Superpriority Claims shall be payable from and have recourse to all prepetition and post-petition property of the Junior DIP Obligors and their estates and all proceeds thereof, subject only to liens secured thereby and the Carve-Out. The Junior DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Junior DIP Order or any provision hereof is vacated, reversed, amended or otherwise modified, on appeal or otherwise. Notwithstanding anything to the contrary herein, the Junior DIP Superpriority Claims shall be of equal priority to the DIP ABL Superpriority Claim.

**Junior DIP Liens and Junior DIP Collateral.**

12. Effective immediately upon entry of this Interim Junior DIP Order and as more fully set forth in the Junior DIP Documents, as security for the full and prompt performance and payment when due (whether at the stated maturity, by acceleration, or otherwise) of the Junior

DIP Secured Obligations, the Junior DIP Agent is hereby granted, for itself and for the benefit of all of the Junior DIP Credit Parties, continuing valid, binding, enforceable, non-avoidable, automatically and properly perfected, post-petition security interests in and liens (the “Junior DIP Liens”) on all Junior DIP Collateral *nunc pro tunc* to the Petition Date without the necessity of the execution by the Junior DIP Obligors (or recordation or other filing or notice) of security agreements, control agreements, pledge agreements, copyright security agreements, trademark security agreements, patent security agreements, financing statements, mortgages, schedules or other similar documents, or the possession or control by the Junior DIP Agent or any other Junior DIP Credit Party of any Junior DIP Collateral. The term “Junior DIP Collateral” means DIP ABL Collateral (as defined in the DIP ABL Order) excluding any of the following (collectively, the “Excluded Property”) (i) (a) leases of real property except as permitted in the applicable lease or pursuant to applicable non-bankruptcy law (but in no event shall Junior DIP Collateral exclude the proceeds of such leases), and (b) any security deposits or the Debtors’ interests, if any, in pre-paid rent, unless liens on such security deposits or pre-paid rent are expressly permitted pursuant to the underlying lease documents; *provided*, however, that solely in the event the Debtors subsequently seek by separate motion and obtain by final order liens on all of their leases of real property in connection with a debtor-in-possession financing facility other than the Junior DIP Facility, the Junior DIP Collateral shall include all leases of real property, *provided* that the Junior DIP Liens shall be immediately junior to the DIP ABL Liens and the Adequate Protection Liens (other than leases of real property that are Specified Collateral which the Junior DIP Liens and DIP ABL Liens shall share *pari passu*) and senior to any other liens thereon, (ii) Avoidance Actions but not excluding the Avoidance Action Proceeds, *provided*, for the avoidance of doubt, that the Junior DIP Collateral shall include any proceeds or property recovered, unencumbered or otherwise the

subject of successful Avoidance Actions whether by judgment, settlement, or otherwise (iii) any Intellectual Property (as defined in the Junior DIP Loan Documents) consisting of intent-to-use trademark applications and rights in and to such applications, prior to the filing of a “Statement of Use” or “Amendment to Allege Use” to the extent that a grant of security interest in such application would impair validity or enforceability, (iv) any property to the extent that the grant of a security interest therein would violate applicable law, require a consent not obtained of any Governmental Authority (as defined in the Junior DIP Credit Agreement) or constitute a breach or default under, or result in the termination of or require a consent not obtained under, any contract, non-real property lease, license or other agreement evidencing or giving rise to such property, or result in the invalidation of such property or provide any party to such contract, non-real property lease, license or agreement with a right of termination of such contract, non-real property lease, license or agreement (in each case, after giving effect to applicable provisions of the New York UCC, the Bankruptcy Code or other applicable law), (v) D&O Claims, but not proceeds thereof, (vi) the Carve-Out Account, and (vii) proceeds and products of any of the foregoing Excluded Property described in clauses (i), (iii), through (iv) above solely to the extent such proceeds and products would constitute property or assets of the type described in clauses (i), (iii), through (iv) above; *provided that* in each case of property described in clause (iv) of this definition, such property shall constitute “Excluded Property” only to the extent and for so long as such contract, non-real property lease, license or other agreement or applicable law prohibits the creation of a lien on such property in favor of the Junior DIP Agent, and upon termination of such prohibition, such property shall cease to constitute “Excluded Property”. Each of the Junior DIP Agent, DIP ABL Agents, their respective lenders and the Debtors are bound by the DIP Intercreditor Agreement; *provided, that* the DIP ABL Agents and the Junior DIP Agent and each of their respective lenders

are contractually obligated to comply with the DIP Intercreditor Agreement, and the Junior DIP Agent and Junior DIP Lenders may enforce such agreement against the DIP ABL Agents and their respective lenders in these Chapter 11 Cases without the need for any further order of the Bankruptcy Court; *provided, further* that the Debtors and their estates shall be deemed to be express third party beneficiaries of, and shall be entitled to enforce the provisions of section 4.1(b)(iii) and section 4.1(b)(iv) of the DIP Intercreditor Agreement and the immediately succeeding sentence of this paragraph 12 (collectively, the “Reverse Marshaling Provisions”), which Reverse Marshaling Provisions shall remain enforceable by the Debtors and their estates until the repayment in full in cash of the DIP ABL Obligations and the Junior DIP Obligations. The DIP ABL Agents shall not apply proceeds of any Prepetition Unencumbered Collateral (as defined herein) received in connection with any Exercise of Secured Creditor Remedies (as defined in the DIP Intercreditor Agreement) or from any sale, transfer or other disposition of such assets pursuant to section 363 or section 1129 of the Bankruptcy Code (or any similar provision under the law applicable to the Chapter 11 Cases or any other Insolvency Proceeding (as defined in the DIP Intercreditor Agreement) or under a court order in respect of measures granted with similar effect under any foreign Debtor Relief Laws (as defined in the DIP Intercreditor Agreement)) to the repayment of obligations under the DIP ABL Facility until (x) all but a *de minimis* amount of Prepetition ABL Collateral of the type that is eligible to be included in the term “Borrowing Base” in the DIP ABL Credit Agreement as in effect on the date of the DIP Intercreditor Agreement (but without giving effect to any changes or adjustments to the Borrowing Base or the eligibility criteria therefor, in each case, that any DIP ABL Agent may make in its “Permitted Discretion (as defined in the DIP ABL Credit Agreement as in effect on the date of the DIP Intercreditor Agreement)) has been sold, transferred or otherwise been disposed of and the

proceeds thereof applied in accordance with the DIP Intercreditor Agreement or (y) all but a *de minimis* amount of Prepetition ABL Collateral of the type that is eligible to be included in the term “Borrowing Base” in the DIP ABL Credit Agreement as in effect on the date of the DIP Intercreditor Agreement (but without giving effect to any changes or adjustments to the Borrowing Base or the eligibility criteria therefor, in each case, that any DIP ABL Agent may make in its “Permitted Discretion” (as defined in the DIP ABL Credit Agreement as in effect on the date of the DIP Intercreditor Agreement)) is otherwise no longer available to be used to apply to and satisfy the DIP ABL Obligations; *provided, however,* that if the proceeds of any Prepetition Unencumbered Collateral (including Specified Collateral) are used to satisfy any DIP ABL Secured Obligations or Prepetition ABL Obligations in accordance with this paragraph 12, notwithstanding anything in this Final Order to the contrary, after the Discharge of Senior DIP Obligations and the Discharge of Prepetition ABL Obligations (as each such term is defined in the Intercreditor Agreement), all ensuing proceeds of Prepetition ABL Collateral shall be deemed to be proceeds of Prepetition Unencumbered Collateral (including Specified Collateral) until such proceeds equal the amount of Prepetition Unencumbered Collateral (including Specified Collateral) that were used to satisfy any DIP ABL Secured Obligations or Prepetition ABL Obligations. No amendment, modification or waiver of the Reverse Marshaling Provisions, Section 7.4 of the DIP Intercreditor Agreement or clause (y) of Section 7.10 of the DIP Intercreditor Agreement, nor consent to any departure of such provisions by any person, shall be effective, nor shall any amendment or modification to any defined term used or incorporated by reference in the Reverse Marshaling Provisions, or any component definition thereof, be given effect in such Reverse Marshaling Provisions, unless in each case it is in a written agreement executed by the Debtors and approved by the Creditors’ Committee or the Bankruptcy Court. In

addition, no amendment, modification or waiver of Section 4.1(b)(i) or Section 4.1(b)(ii) of the DIP Intercreditor Agreement, nor any consent to any departure of such provisions by any person, shall be effective, nor shall any amendment or modification to any defined term used or incorporated by reference in Section 4.1(b)(i) or Section 4.1(b)(ii) of the DIP Intercreditor Agreement, or any component definition thereof, be given effect in such section 4.1(b)(i) or section 4.1(b)(ii) of the DIP Intercreditor Agreement, unless in each case the Creditors' Committee has been given at least three (3) days prior written notice of such proposed amendment, modification, waiver or departure.

### **Priority of Junior DIP Liens**

13. The Junior DIP Liens on the Junior DIP Collateral shall in each case be subject to the Carve-Out and the Senior Permitted Liens (as defined in the Junior DIP Credit Agreement) and otherwise have the following priority:

- (a) pursuant to section 364(c)(3) of the Bankruptcy Code, an automatically perfected junior security interest in and lien on all Prepetition ABL Collateral, subject to the relative priorities for Prepetition ABL Collateral set forth in the table included as part of paragraph 14 below;
- (b) pursuant to sections 364(d) and 364(c)(3) of the Bankruptcy Code, an automatically perfected junior security interest in and lien on all Junior DIP Collateral (other than Prepetition ABL Collateral) that is subject to valid and perfected liens and security interests in favor of third parties as of the Petition Date, junior only to (i) such liens and security interests in favor of such third parties as of the Petition Date, (ii) the Senior Permitted Liens, and (iii) the DIP ABL Liens;
- (c) pursuant to section 364(d) of the Bankruptcy Code, an automatically perfected security interest in and lien on all Junior DIP Collateral that is not otherwise subject to a valid, perfected and non-avoidable security interest or lien as of the Petition Date (other than Specified Collateral, as defined below, but specifically including those assets described on Schedule 3 hereto, collectively, the "Prepetition Unencumbered Collateral"), which, for the avoidance of doubt shall be junior only to the Senior Permitted Liens and the DIP ABL Liens; and

(d) pursuant to section 364(d) of the Bankruptcy Code, an automatically perfected first priority security interest in and lien on (i) all of the rights, title and interests of any Junior DIP Obligor in that certain cause of action identified on Schedule 1 hereto and (ii) all of the rights, title and interests of any Junior DIP Obligor in the assets set forth on Schedule 2 hereto and all books, records, documents and data related thereto and all proceeds thereof (such collateral and proceeds, collectively, the “Specified Collateral”) which security interest and lien shall be pari passu with the DIP ABL Liens; provided, that the proceeds of such Specified Collateral shall be shared by the Junior DIP Lenders and the DIP ABL Lenders pro rata based on the aggregate commitment amount under the Junior DIP Facility (i.e., \$350,000,000) and aggregate incremental commitments and extensions of credit under the DIP ABL Facility (i.e., \$300,000,000) without giving regard to the roll-up portion thereof, respectively.

14. Notwithstanding anything to the contrary herein, the following table sets forth the relative priorities of the Carve-Out, the Senior Permitted Liens, DIP ABL Liens, Junior DIP Liens, Adequate Protection Liens, *provided* that the Prepetition Second Lien Adequate Protection Liens shall be asserted only against the assets of the Prepetition Second Lien Loan Parties, and the Prepetition Liens on the Junior DIP Collateral upon effectiveness of this Interim Junior DIP Order:

Prepetition ABL Collateral	Prepetition Encumbered Collateral <sup>5</sup>	Prepetition Unencumbered Collateral (Other than Specified Collateral)	Specified Collateral
Carve-Out	Carve-Out	Carve-Out	Carve-Out
Senior Permitted Liens	All valid and perfected security interests in favor of third parties as of the Petition Date and any Senior Permitted Liens	Senior Permitted Liens	Senior Permitted Liens

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<sup>5</sup> The priorities set forth in this column are subject to paragraph 64.

DIP ABL Liens	DIP ABL Liens	DIP ABL Liens	DIP ABL Liens, <i>pari passu</i> with Junior DIP Liens
Prepetition ABL Facilities Adequate Protection Liens	Junior DIP Liens	Junior DIP Liens	Prepetition ABL Facilities Adequate Protection Liens
2018 FILO Adequate Protection Liens	Prepetition ABL Facilities Adequate Protection Liens	Prepetition ABL Facilities Adequate Protection Liens	2018 FILO Adequate Protection Liens
Prepetition LC Facility Adequate Protection Liens	2018 FILO Adequate Protection Liens	2018 FILO Adequate Protection Liens	Prepetition LC Facility Adequate Protection Liens
Prepetition ABL Liens	Prepetition LC Facility Adequate Protection Liens	Prepetition LC Facility Adequate Protection Liens	Postpetition Intercompany Liens
Postpetition Intercompany Liens	Postpetition Intercompany Liens	Postpetition Intercompany Liens	Prepetition Second Lien Adequate Protection Liens (only with respect to property of Prepetition Second Lien Loan Parties)
Prepetition Second Lien Adequate Protection Liens	Prepetition Second Lien Adequate Protection Liens (only with respect to property of Prepetition Second Lien Loan Parties)	Prepetition Second Lien Adequate Protection Liens (only with respect to property of Prepetition Second Lien Loan Parties)	
Prepetition Second Lien Facilities Liens (except on Specified Non-Prepetition Second Lien Collateral)			
Junior DIP Liens			

15. ***Treatment of Junior DIP Liens.*** Other than as set forth herein, the Junior DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereafter granted in the Chapter 11 Cases or any Successor Case. The Junior DIP Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Case, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Chapter 11 Cases or any Successor Case. No lien or interest avoided and preserved for the benefit of the Junior DIP Obligors' estates pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Junior DIP Liens.

**Adequate Protection**

16. [RESERVED].

17. [RESERVED]

18. [RESERVED]

19. ***Costs, Fees, Expenses, and Indemnification.***

(a) ***Junior DIP Credit Parties.*** The Junior DIP Obligors are authorized to pay any and all reasonable and documented fees and expenses (including, without limitation, the reasonable and documented fees and expenses of Milbank, Tweed, Hadley & McCloy LLP and Norton Rose Fulbright) of the Junior DIP Agent in connection with the Junior DIP Facility and as provided for in the Junior DIP Documents, whether incurred before, on or after the Petition Date and whether or not the transactions contemplated hereby are consummated or such fees and expenses are set forth in the Approved Budget, including fees and expenses incurred in connection with (i) the preparation, negotiation and execution of the Junior DIP Documents; (ii) the

syndication and funding of the Junior DIP Facility; (iii) the creation, perfection or protection of the liens under the Junior DIP Documents (including all search, filing and recording fees); (iv) the on-going administration of the Junior DIP Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto) and the Chapter 11 Cases; (v) the enforcement of the Junior DIP Documents; (vi) any refinancing or restructuring of the Junior DIP Facility; and (vii) any legal proceeding relating to or arising out of the Junior DIP Facility or the other transactions contemplated by the Junior DIP Documents, including the Chapter 11 Cases. Payment of all such professional fees and expenses shall not be subject to allowance by the Bankruptcy Court or to the U.S. Trustee guidelines, but shall be subject to the procedures set forth in paragraph 19(f) of the DIP ABL Order. Such fees and expenses shall not be subject to any offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever.

(b) *Indemnification of Junior DIP Credit Parties.* The Junior DIP Credit Parties shall have no liability to any third party relating to the Junior DIP Documents, the Junior DIP Facility and Junior DIP Obligors' use of the financing provided thereunder, and shall not, by virtue of making the extensions of credit under the Junior DIP Facility, extending funds thereunder, or otherwise complying with the Junior DIP Documents, be deemed to be in control of the operations of Debtors, to owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates or to be acting as a "responsible person" or managing agent with respect to the operation or management of the Debtors. The Junior DIP Obligors shall, and are hereby authorized to, indemnify and hold harmless the Junior DIP Credit Parties and their respective affiliates and Representatives (each in their capacity as such) from and against all losses, liabilities, claims, damages, penalties, actions, judgments, suits, expenses or disbursements of any nature

whatsoever arising out of or relating to the Junior DIP Documents, including the syndication of any obligations thereunder, and the Junior DIP Obligors' use of the financing provided thereunder, provided, however, that the foregoing indemnity shall not apply to any actions of any indemnified parties determined in a final non-appealable judgment of a court of competent jurisdiction to constitute gross negligence or willful misconduct. This indemnification shall survive and continue for the benefit of all such persons or entities.

### **Provisions Common to DIP Financing**

#### **20. *Carve-Out.***

(a) *Carve-Out.* The Carve-Out as used in this Interim Junior DIP Order, the DIP ABL Order, the Junior DIP Documents and the DIP ABL Loan Documents, shall be defined and set forth in the DIP ABL Order. In addition, the Junior DIP Agent shall be entitled to all reporting related to the Carve-Out at the same time such report is delivered to the DIP ABL Administrative Agent pursuant to paragraph 21 of the DIP ABL Order.

(b) *Carve-Out Account.* Upon the entry of this Interim Junior DIP Order, the Debtors shall establish a segregated account (to the extent one is not already maintained with the DIP ABL Administrative Agent) with the Junior DIP Administrative Agent (the "Carve-Out Account"), which shall be funded in an amount up to the Carve-Out Reserve Amount less (i) the Clerk and UST Fees, (ii) the Chapter 7 Trustee Fee Cap, (iii) the Committee Member Expense Cap, (iv) the Post Trigger Notice Carve-Out Fee Cap (the "Carve-Out Account Required Balance") first with cash on hand and if such cash is insufficient to fully fund the Carve-Out Account, with borrowings under the Junior DIP Facility. Bank of America shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the Carve-Out Account. Amounts in the Carve-Out Account shall be held in trust to pay all

amounts included in the Carve-Out. On each Friday after the date hereof (or if such day is not a business day, then the next business day), the Debtors shall deposit into the Carve-Out Account an amount sufficient to cause the balance in the Carve-Out Account to equal the Carve-Out Account Required Balance. All Allowed Professional Fees of Professional Persons shall be paid to the applicable Professional Person first from the Carve-Out Account in accordance with the order or orders of the Bankruptcy Court allowing such Allowed Professional Fees. Notwithstanding anything to the contrary in this or any other Court order, the Carve-Out Account and the amounts on deposit in the Carve-Out Account shall be available and used only to satisfy obligations of Professional Persons benefitting from the Carve-Out, and, thereafter, as provided in paragraph 20(e)(v). Prior to a Carve-Out Trigger Notice, in no event shall the total balance in the Carve-Out Account ever exceed the Carve-Out Account Required Balance. The failure of the Carve-Out Account to satisfy Allowed Professional Fees in full shall not affect the priority of the Carve-Out.

(c) *Carve-Out Funding After a Carve-Out Trigger Notice.* The following provisions with respect to the Carve-Out Account shall apply only upon delivery of a Carve-Out Trigger Notice:

(i) On the date of the Carve-Out Trigger Notice, the Carve-Out Trigger Notice shall be deemed to constitute a demand to the Debtors to utilize all cash on hand as of such date and any availability or proceeds of the Junior DIP Facility to fund the Carve-Out Account in an amount equal to the full Carve-Out Reserve Amount (to the extent not previously funded into the Carve-Out Account) to be held in trust to pay all amounts included the Carve-Out.

(ii) On or after the date of a Carve-Out Trigger Notice, the Junior DIP Administrative Agent shall not sweep or foreclose on cash of the Debtors (including cash received as a result of the sale or other disposition of any assets) until the Carve-Out Account has been fully funded. To the extent such cash on hand is not sufficient to fully fund the Carve-Out Account, the Carve-Out Trigger Notice shall be deemed to constitute a draw request and notice of borrowing by the Debtors for Junior DIP Advances under the Junior DIP Documents (on a pro rata basis based on the then outstanding Junior DIP Commitments) to fully fund the Carve-Out Account. On the first business day after delivery of the Carve-Out Trigger Notice, notwithstanding anything in the Junior DIP Documents to the contrary, including with respect to the existence of a Default (as defined in the Junior DIP Documents) or Event of Default (as defined in the Junior DIP

Documents), the failure of the Debtors to satisfy any or all of the conditions precedent for Junior DIP Advances under the Junior DIP Credit Agreement, any termination of the commitments thereunder following an Event of Default at the direction of the Junior DIP Administrative Agent, each DIP Term Loan Lender with an outstanding Junior DIP Commitment (on a pro rata basis based on the then outstanding Junior DIP Commitments) shall make available to the Junior DIP Administrative Agent such DIP Term Loan Lender's pro rata share with respect to the borrowings required to fully fund the Carve-Out Account in accordance with the Junior DIP Credit Agreement. Any such funding of the Carve-Out shall be added to, and made a part of, the Junior DIP Secured Obligations secured by the Junior DIP Collateral and shall otherwise be entitled to the protections granted under this Interim Junior DIP Order, the Junior DIP Documents, the Bankruptcy Code, and applicable law.

(iii) In no event shall the Junior DIP Administrative Agent, or the Junior DIP Lenders be required to (x) extend Junior DIP Advances to fund the Carve-Out other than pursuant to this paragraph 20), (y) extend Junior DIP Advances pursuant to a deemed draw and borrowing pursuant to this paragraph in an aggregate amount exceeding the Carve-Out Reserve Amount, or (z) pay in the aggregate more than the Carve-Out Reserve Amount for all fees and expenses included in the Carve-Out.

(iv) All funds in the Carve-Out Account shall be used first to pay the obligations set forth in the definition of the Carve-Out set forth above until paid in full. All payments and reimbursements made from the Carve-Out Account shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

(v) To the extent any funds remain in the Carve-Out Account after payment of all amounts included in the Carve-Out, such funds shall first be used to pay the DIP ABL Administrative Agent for the benefit of the DIP ABL Lenders, unless the DIP ABL Obligations have been indefeasibly paid in full, in cash, all commitments under the DIP ABL Facility have been terminated, and all Letters of Credit (as defined in the DIP ABL Loan Documents) have been cancelled (or all such Letters of Credit have been fully cash collateralized or otherwise backstopped to the satisfaction of the DIP ABL Administrative Agent in its sole and absolute discretion), in which case any such excess shall next be paid to the Junior DIP Agent and/or the Prepetition Credit Parties in accordance with their rights and priorities under this Interim Junior DIP Order and the DIP ABL Order.

(d) [RESERVED].

(e) *No Direct Obligation to Pay Allowed Fees; No Waiver of Right to*

*Object to Fees.* Other than the funding of the Carve-Out with the proceeds of the Junior DIP Facility as provided herein and in the Junior DIP Documents, the Junior DIP Credit Parties shall not be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with these Chapter 11 Cases, any Successor Cases, or

otherwise. Nothing in this Interim Junior DIP Order or otherwise shall be construed: (i) to obligate the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement, other than the Carve-Out Reserve Amount; (ii) as consent to the allowance of any fees and expenses of Professional Persons; or (iii) to affect the rights of the Junior DIP Credit Parties, DIP ABL Credit Parties, the Prepetition ABL Credit Parties or any other party-in-interest to object to the allowance and payment of such fees and expenses.

(f) *Payment of Compensation.* The Debtors shall be permitted to pay fees and expenses allowed and payable by order of the Bankruptcy Court (that has not been vacated or stayed, unless the stay has been vacated) under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable from the Carve-Out Account. Such payments prior to a Carve-Out Trigger Notice shall not reduce the Post Trigger Notice Carve-Out Fee Cap.

21. ***Budget; Budget Compliance.*** The Junior DIP Obligors shall comply in all respects with the Approved Budget (as defined in the Junior DIP Documents) and all related provisions, each as set forth in the Junior DIP Documents. The budget provisions that apply to Junior DIP Obligors, the Junior DIP Documents, and this Interim Junior DIP Order shall be identical (other than changes to reflect the applicable parties) as those set forth in paragraph 22 of the DIP ABL Order and the DIP ABL Documents. The proceeds of the Junior DIP Facility shall be used solely as provided in the Junior DIP Documents and the proceeds of the Junior DIP Facility and Cash Collateral shall be used solely in accordance with the Approved Budget (subject to the Carve-Out). A copy of the Approved Budget is attached hereto as Exhibit A.

22. **Winddown Account.** (a) Upon the consummation of any sales of Prepetition Unencumbered Collateral, the Junior DIP Obligors shall (i) deposit or cause to be deposited the net aggregate cash proceeds in respect of such sales into the Winddown Account<sup>6</sup> until \$240,000,000 in the aggregate has been funded into the Winddown Account; *provided* that in no event shall more than \$240,000,000 be funded into such account, (ii) deposit or cause to be deposited any remaining net aggregate cash proceeds in respect of such sales into a cash collateral account maintained with Bank of America, N.A. (the “Senior DIP Cash Collateral Account”) to secure the payment of the DIP ABL Obligations (including (A) with respect to amounts available to be drawn under outstanding letters of credit issued or deemed issued under the DIP ABL Facility (or indemnities or other undertakings issued pursuant thereto in respect of such outstanding letters of credit), an amount equal to 105% of the aggregate undrawn amount of such letters of credit, and (B) with respect to Bank Products and Cash Management Services included in the DIP ABL Obligations (or indemnities or other undertakings issued pursuant thereto in respect thereof), an amount of cash collateral in compliance with the terms of the DIP ABL Credit Agreement), and (iii) upon and after the indefeasible payment in full in cash of the DIP ABL Obligations as described in clause (ii) above, deposit or cause to be deposited any remaining net cash proceeds in respect of such sales into a cash collateral account designated by the Junior DIP Agent (the “Junior DIP Cash Collateral Account”) to secure the payment of the Junior DIP Facility, and (b) upon the consummation of any sales of Specified Collateral, the Junior DIP Obligors shall (i) as contemplated in paragraph 22(a)(i), deposit or cause to be deposited the net cash proceeds in respect of such sales into the Winddown Account until \$240,000,000 in the aggregate has been funded into the Winddown Account; *provided* that in no event shall more than \$240,000,000 be

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6 The Winddown Account will be held at Bank of America, N.A. in an account ending in 8965.

funded into such account, and (ii) deposit or cause to be deposited any remaining net cash proceeds in respect of such sales to the Senior DIP Cash Collateral Account and to the Junior DIP Cash Collateral Account, on a pro rata basis based on the aggregate commitment under the Junior DIP Facility (i.e., \$350,000,000) and the aggregate incremental commitments and extensions of credit under the DIP ABL Facility (i.e., \$300,000,000) without giving regard to the roll-up portion thereof, until either the indefeasible payment in full in cash of the DIP ABL Secured Obligations or the Junior DIP Obligations has occurred, after which all such net cash proceeds shall be applied to the payment of the DIP ABL Secured Obligations or the Junior DIP Obligations, respectively, provided that nothing contained in this paragraph 22 shall impair or modify the Reverse Marshaling Provisions and no payments shall be made on the DIP ABL Secured Obligations or the Junior DIP Obligations in contravention thereof. “Winddown Account” shall mean a deposit account at Bank of America, N.A. that, prior to the discharge and indefeasible payment in full of all obligations under the DIP ABL Facility and the Junior DIP Facility, may only be used to pay winddown costs of the DIP ABL Loan Parties and Junior DIP Obligors at the discretion of the DIP ABL Loan Parties and Junior DIP Obligors following entry of the Junior DIP Final Order. Notwithstanding anything to the contrary in this or any other Bankruptcy Court order, the Winddown Account and the amounts on deposit in the Winddown Account shall be available and used only to satisfy winddown costs and shall not be subject to any prepetition liens or any liens or superpriority claims granted hereunder, including liens or superpriority claims granted to the DIP ABL Credit Parties or Junior DIP Credit Parties or as Adequate Protection. For the avoidance of doubt, the Winddown Account and the amounts on deposit in the Winddown Account shall not constitute DIP ABL Collateral, Junior DIP Collateral or Cash Collateral. Bank of America shall

not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this definition.

23. ***Modification of Junior DIP Documents.*** Upon no less than three (3) business days' notice to the Creditors' Committee and the DIP ABL Agents (in each case, only to the extent reasonably practicable), the Junior DIP Obligors and the Junior DIP Agent are hereby authorized, subject to the Junior DIP Documents, to implement, in accordance with the terms of the respective Junior DIP Documents, any amendments, waivers, consents or other modifications to or under the Junior DIP Documents (including any change in the number or composition of the Junior DIP Lenders), and with the consent of the DIP ABL Agents to the extent required under the DIP Intercreditor Agreement or the DIP ABL Credit Agreement, without further order of this Court unless such amendment, waiver, consent or other modification (a) shortens the maturity or the scheduled termination date thereunder or (b) effects or relates to the Reverse Marshaling Provisions.

24. ***Right to Credit Bid.*** Subject to Section 363(k) of the Bankruptcy Code and the DIP Intercreditor Agreement, the Junior DIP Agent shall have the right to "credit bid" up to the full allowed amount of its or its lenders' claims and outstanding obligations in connection with any sale of all or any portion of the Junior DIP Collateral, including any sale occurring pursuant to section 363 of the Bankruptcy Code or included as part of a restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii) of the Bankruptcy Code or a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code or otherwise. For the avoidance of doubt, any such credit bid for all or any portion of the Junior DIP Collateral must, upon closing of such sale transaction, provide for payment in full in cash of all senior or *pari passu* security interests in and liens on all of the Junior DIP Collateral being acquired in such sale

transaction, absent waiver by the Junior DIP Agent, DIP ABL Agents, and/or the Prepetition ABL Administrative Agent, as applicable.

**25. *Automatic Perfection of Junior DIP Liens.***

(a) This Interim Junior DIP Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including the Junior DIP Liens, without the necessity of filing or recording financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction, taking possession of or control over cash, deposit accounts, securities, or other assets, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement, customs broker agreement or freight forwarding agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the Junior DIP Liens, or to entitle the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition Credit Parties to the priorities granted herein.

(b) Notwithstanding the foregoing, the Junior DIP Agent is hereby authorized, but not required, to file or record (and to execute in the name of the applicable Junior DIP Obligors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction, take possession of or control over cash, deposit accounts, securities, or other assets, or take any other action, as they may elect, in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Junior DIP Agent chooses, in its sole discretion, to file such financing statements, intellectual property filings, mortgages, notices of lien or similar instruments, take possession of or control over any cash, deposit accounts, securities, or other assets, or otherwise confirm perfection of the liens and security interests granted to the Junior DIP Agent, hereunder, such liens and security interests shall

be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Junior DIP Order) immediately upon entry of this Interim Junior DIP Order.

(c) The Junior DIP Obligors are authorized to execute and deliver promptly upon demand to the Junior DIP Agent all such financing statements, mortgages, control agreements, notices and other documents as the Junior DIP Agent may reasonably request. The Junior DIP Obligors are authorized to, and shall, execute and deliver to the Junior DIP Agent such agreements, financing statements, mortgages, instruments and other documents as the Junior DIP Agent may reasonably request to evidence, confirm, validate, or perfect the Junior DIP Liens; and the failure by the Junior DIP Obligors to execute or deliver any documentation relating to the Junior DIP Liens shall in no way affect the validity, enforceability, nonavoidability, perfection, or priority of such liens.

(d) The financing statements described above may describe the Junior DIP Collateral in the same manner as described herein, in the Junior DIP Credit Agreement, or may contain an indication or description of the Junior DIP Collateral that describes such property in any other manner as the Junior DIP Agent may determine is necessary, advisable or prudent, including describing such property as “all assets and all personal property whether now owned or hereafter acquired” of the applicable Debtor or words of similar effect.

(e) The Junior DIP Agent in its discretion, may file a photocopy of this Interim Junior DIP Order as a financing statement or other notice of lien or similar instrument, with any filing or recording office or with any registry of deeds or similar office, and accordingly, each officer is authorized to accept and record the photocopy of this Interim Junior DIP Order, in addition to or in lieu of such financing statements, notices of lien or similar instrument. Each

Debtor is authorized to execute and deliver to the Junior DIP Agent, mortgages in recordable form with respect to any real estate constituting Junior DIP Collateral and identified by the Junior DIP Agent on terms reasonably satisfactory to the Junior DIP Agent.

26. ***Other Automatic Perfection Matters.*** To the extent that any Prepetition Agent is the secured party under any account control agreements, listed as loss payee or additional insured under any of the Junior DIP Obligors' insurance policies, or is the secured party under any Prepetition Loan Document, the Junior DIP Agent, for itself and on behalf of the Junior DIP Credit Parties is also deemed to be the secured party under such account control agreements, loss payee or additional insured under the Junior DIP Obligors' insurance policies, and the secured party under each such Prepetition Loan Document (in any such case with the same priority of liens and claims thereunder relative to the priority of (a) the Junior DIP Liens, and (b) the Prepetition Liens and Adequate Protection Liens, in each case, as set forth in this Interim Junior DIP Order and the DIP ABL Order), and shall have all rights and powers in each case attendant to that position (including rights of enforcement but subject in all respects to the terms of this Interim Junior DIP Order and the DIP ABL Order), and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Interim Junior DIP Order, the Junior DIP Documents, the DIP Intercreditor Agreement, and the DIP ABL Order. The Prepetition ABL Control Co-Collateral Agent or the Prepetition Second Lien Collateral Agent, as applicable, shall serve as agent for the Junior DIP Agents for purposes of perfecting the Junior DIP Agents' security interests in and liens on all Junior DIP Collateral that is of a type such that perfection of a security interest therein may be accomplished only by possession or control by a secured party. Notwithstanding the foregoing, no Prepetition Agent shall have any obligation whatsoever to the Junior DIP Agent, any Junior DIP Credit Party or any other person to assure that any collateral is

genuine or owned by any Junior DIP Obligor or any other person or to preserve rights or benefits of any person. No Prepetition Agent is or shall be deemed to be a fiduciary of any kind for the Junior DIP Agent or any Junior DIP Credit Party or any other person and vice versa with respect to the Junior DIP Agent and any Prepetition Agent or any Prepetition Credit Party.

27. ***Proceeds of Subsequent Financing.*** If any of the Junior DIP Obligors, any trustee, any examiner with enlarged powers, any responsible officer or any other estate representative subsequently appointed in any of the Chapter 11 Cases or any Successor Case, shall obtain credit or incur debt in breach of the Junior DIP Documents, at any time prior to the repayment in full in cash of all Junior DIP Secured Obligations, DIP ABL Secured Obligations or all Prepetition ABL Obligations, including subsequent to the confirmation of any plan of reorganization or liquidation with respect to the Junior DIP Obligors and the Junior DIP Obligors' estates, then all cash proceeds derived from such credit or debt shall immediately be turned over to the DIP ABL Administrative Agent, to be applied in accordance with the DIP ABL Order and the DIP Intercreditor Agreement. All existing blocked account agreements, deposit account control agreements, securities account control agreements, credit card acknowledgements, credit card agreements, collateral access agreements, landlord agreements, warehouse agreements, bailee agreements, carrier agency agreements, customs broker agency agreements, subordination agreements (including any intercompany subordination agreements), and freight forwarder agreements constituting Prepetition ABL Loan Documents, and all existing Uniform Commercial Code filings and all existing filings with the United States Patent and Trademark Office or the United States Copyright Office with respect to the recordation of an interest in the intellectual property of the Debtors, which in each case were filed by any Prepetition ABL Agent, subject to the DIP Intercreditor Agreement, shall in each case be deemed to be delivered and/or filed in

connection with the Junior DIP Facility, shall constitute Junior DIP Documents and shall remain in full force and effect without any further action by the Debtors, the Junior DIP Agent, or any other person, and in each case the Junior DIP Agent shall be deemed to be a party thereto.

**28. *Maintenance and Disposition of Junior DIP Collateral / Cash Management.*** Until the indefeasible payment in full in cash of all Junior DIP Secured Obligations, and the termination of the obligation of the Junior DIP Credit Parties to extend credit under the Junior DIP Facility, the Junior DIP Obligors shall (a) maintain and insure the Junior DIP Collateral in amounts, for the risks, and by the entities as required under the Junior DIP Documents, (b) except as set forth in this paragraph 28, maintain their cash management system as in effect as of the Petition Date, (i) subject to the Junior DIP Documents; (ii) subject to the Cash Management Order,<sup>7</sup> as may be modified, with the prior written consent of the Junior DIP Agents and the DIP ABL Agents by any order that may be entered by this Court; and (iii) in a manner which, in any event, shall be satisfactory to the Junior DIP Agent. Other than as expressly required pursuant to the Junior DIP Documents, the Cash Management Order or this Interim Junior DIP Order, no modifications to the Junior DIP Obligors' cash management system existing as of the Petition Date may be made without the prior approval of the Junior DIP Agent. Further, the Junior DIP Obligors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Junior DIP Collateral other than in the ordinary course of business without the prior consent of the, Junior DIP Agent (and no consent shall be implied, from any other action, inaction or acquiescence by the Junior DIP Agent, or from any order of this Court), except as otherwise provided for in the Junior DIP Documents, the DIP ABL Loan Documents or otherwise ordered by the Bankruptcy Court.

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<sup>7</sup> "Cash Management Order" means the interim Cash Management Order entered on October 16, 2018 [Docket No. 102] and any final cash management order that may be entered by the Bankruptcy Court.

29. [RESERVED].

30. ***Application of Proceeds of Collateral, Payments and Collections.*** After repayment in full in cash of all Junior DIP Secured Obligations, DIP ABL Secured Obligations and all Prepetition ABL Obligations, any remaining proceeds of the Junior DIP Collateral shall be applied to the Junior DIP Obligors' remaining outstanding and unpaid obligations, in a manner consistent with the Bankruptcy Code and, except as may be otherwise ordered in one or more orders of this Bankruptcy Court, including the DIP ABL Order.

31. ***Case Milestones.*** The Junior DIP Obligors shall comply with the case milestones set forth in the Junior DIP Documents (as may be amended from time to time in accordance with the Junior DIP Documents, the "Case Milestones"). For the avoidance of doubt, the failure of the Junior DIP Obligors to comply with any of the Case Milestones shall (a) constitute an Event of Default under the Junior DIP Documents and this Interim Junior DIP Order; and (b) permit the Junior DIP Administrative Agent, subject to paragraph 33, to exercise the rights and remedies provided for in this Interim Junior DIP Order and the Junior DIP Documents, subject to the DIP Intercreditor Agreement.

32. ***Termination Event.*** The (a) occurrence of any Event of Default (as defined in the Junior DIP Documents), or (b) noncompliance of the Junior DIP Obligors, in any material respect or in a manner adverse to the Junior DIP Credit Parties, with any of the terms, provisions, conditions, covenants or obligations under this Interim Junior DIP Order are each referred to herein as a "Termination Event."

33. ***Rights and Remedies Following a Termination Event.***

(a) ***Termination.*** Immediately upon the occurrence and during the continuation of a Termination Event, with no further action of this Court, the Junior DIP

Administrative Agent may (or at the direction of the Required Lenders (as defined in the Junior DIP Documents) shall), notify the Junior DIP Obligors, the DIP ABL Agent, and the Creditors' Committee in writing that a Termination Event has occurred and is continuing (such notice, a "Termination Notice," and the date of any such notice, the "Termination Notice Date").

(b) *Notice of Termination.* Any Termination Notice shall be given by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Creditors' Committee, the U.S. Trustee, counsel to the DIP ABL Agents, and counsel to each of the Prepetition Agents. The Remedies Notice Period shall commence on the Termination Notice Date and shall expire five (5) business days after the Termination Notice Date (the "Remedies Notice Period" and the date of the expiration of the Remedies Notice Period, the "Termination Date").

(c) Without limiting the rights and remedies of the Junior DIP Agent and the other Junior DIP Credit Parties under the Junior DIP Documents, the Junior DIP Administrative Agent may, at its option, and/or shall, upon the direction of the Required Lenders (as defined in the Junior DIP Documents), as applicable, immediately upon the occurrence of and during the continuation of a Termination Event following the issuance of a Termination Notice, *inter alia*, without notice and unless the Bankruptcy Court orders otherwise, (a) declare, subject to expiration of the Remedies Notice Period, all obligations owing under the applicable Junior DIP Documents to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Junior DIP Obligors, (b) declare the termination, reduction or restriction of any further commitment to extend credit to the Junior DIP Obligors to the extent any such commitment remains, (c) terminate the Junior DIP Facility and the applicable Junior DIP Documents as to any future liability or obligation of the Junior DIP Agent, any DIP Term Loan Lender, or any other Junior DIP Credit Party, but without affecting any of the

liens or the obligations and exercise all other rights and remedies provided in the Junior DIP Documents and applicable law but subject in all respects to the DIP Intercreditor Agreement (any of the actions set forth in the foregoing (a), (b), and (c), a “Termination”);

(d) During the Remedies Notice Period, the Junior DIP Obligors shall be entitled to seek an emergency hearing with this Court for the purpose of contesting a Termination or for the contested use of Cash Collateral, *provided* that the sole issues that may be raised before the Bankruptcy Court at any such hearing are whether a Termination Event has occurred and/or is continuing and the use of Cash Collateral. During the Remedies Notice Period, the Junior DIP Obligors may continue to use the Junior DIP Collateral, including Cash Collateral, solely to meet payroll obligations (excluding any severance obligations) and pay expenses that the Junior DIP Agent approves as critical to keeping the Junior DIP Obligors’ business operating in accordance with the Approved Budget, or as otherwise agreed by the Junior DIP Administrative Agent in its sole and absolute discretion and it being understood that none of the Junior DIP Credit Parties shall have any obligation to make an extension of credit under the Junior DIP Facility, or otherwise to fund the Carve-Out Account. Upon expiration of the Remedies Notice Period, subject to the DIP Intercreditor Agreement and the DIP ABL Order, the DIP ABL Credit Parties or, upon payment in full of the DIP ABL Secured Obligations, the Junior DIP Credit Parties or, upon payment in full of the Junior DIP Secured Obligations, the Prepetition ABL Credit Parties, shall be permitted to exercise all remedies set forth herein, in the Junior DIP Documents, DIP ABL Documents or the Prepetition ABL Documents, as applicable, and as otherwise available at law without further order of or application or motion to the Bankruptcy Court. Upon the occurrence and during the continuation of a Termination Event and the expiration of the Remedies Notice Period, the DIP ABL Administrative Agent, or upon payment in full of the DIP ABL Secured

Obligations, the Junior DIP Administrative Agent, or upon payment in full of the Junior DIP Secured Obligations, the Prepetition ABL Administrative Agent, and any liquidator or other professional acting on their behalf will have the right to access and utilize, on a royalty-free basis, any trade names, trademarks, copyrights or other intellectual property and any warehouse, distribution centers, store or other locations that the Junior DIP Obligors have a right to occupy to the extent necessary or appropriate in order to sell, lease or otherwise dispose of any of the Junior DIP Collateral, including pursuant to any Court approved sale process. Notwithstanding the foregoing, the Junior DIP Agent's exercise of remedies pursuant to this paragraph shall be subject to the DIP Intercreditor Agreement and: (i) any agreement in writing between any of the Junior DIP Agent, DIP ABL Agents or the Prepetition ABL Agents, as applicable, and any applicable landlord, (ii) pre-existing rights of any of the Junior DIP Agent, DIP ABL Agents or any of the Prepetition ABL Agents, as applicable, and any applicable landlord under applicable non-bankruptcy law, (iii) consent of the applicable landlord, or (iv) further order of the Bankruptcy Court following notice and a hearing.

34. ***Modification of Automatic Stay.*** The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Junior DIP Order, including to (a) permit the Junior DIP Obligors to grant the Junior DIP Liens and the Junior DIP Superpriority Claims; (b) permit the Junior DIP Agent to take any actions permitted hereunder, including but not limited to the actions set forth in paragraph 33 hereof; and (c) authorize the Junior DIP Obligors to pay, and the Junior DIP Credit Parties to retain and apply, payments made in accordance with this Interim Junior DIP Order and the DIP Intercreditor Agreement.

35. ***Good Faith.***

(a) *Good Faith Under Section 364 of the Bankruptcy Code.* The Junior DIP Credit Parties have acted in good faith in connection with this Interim Junior DIP Order and their reliance on this Interim Junior DIP Order is in good faith. Based on the findings set forth in this Interim Junior DIP Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Junior DIP Order are hereafter modified, amended or vacated by a subsequent order of the Bankruptcy Court, or any other court, the Junior DIP Credit Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment or vacatur shall not affect the validity and enforceability of the Junior DIP Secured Obligations, or any lien, claim or priority authorized or created hereby. Any liens or claims granted to the Junior DIP Credit Parties hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Interim Junior DIP Order shall be governed in all respects by the original provisions of this Interim Junior DIP Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

(b) *DIP ABL Credit Parties.* The DIP ABL Credit Parties have acted in good faith in connection with this Junior DIP Interim Order, including, without limitation, the negotiation and approval of the DIP Intercreditor Agreement, and their reliance on this Junior DIP Interim Order and the DIP Intercreditor Agreement is in good faith. Based on the findings set forth in this Junior DIP Interim Order and the record made at the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Junior DIP Order are hereafter modified, amended or vacated by a subsequent order of the Bankruptcy Court, or any other Court, the DIP ABL Credit Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment or vacatur shall not

affect the validity and enforceability of the DIP Intercreditor Agreement and/or any of the DIP ABL Documents.

36. ***Proofs of Claim.*** Any order entered by the Bankruptcy Court establishing a bar date for any claims (including administrative claims) in any of the Chapter 11 Cases or any Successor Case shall not apply to any Junior DIP Credit Party (for purposes of this paragraph 36, in their respective capacities as such). The Junior DIP Credit Parties shall not be required to file proofs of claim or requests for approval of administrative expenses authorized by this Interim Junior DIP Order in any of the Chapter 11 Cases or any Successor Case, and the provisions of this Interim Junior DIP Order, and, upon the entry thereof, the Final Junior DIP Order, relating to the amount of the Junior DIP Secured Obligations, the Junior DIP Liens and the Junior DIP Superpriority Claims shall constitute a sufficient and timely filed proof of claim and/or administrative expense request in respect of such obligations and such secured status. For the avoidance of doubt, the books and records of the Junior DIP Agent and its respective successors and assigns shall be deemed conclusive as to the amount of the claims of each such party against the Junior DIP Credit Parties.

37. ***Rights of Access and Information.*** Without limiting the rights of access and information afforded the Junior DIP Credit Parties under the Junior DIP Documents, the Junior DIP Obligors shall be, and hereby are, required to afford Representatives, agents and/or employees of the Junior DIP Agent reasonable access to: (a) the Junior DIP Obligors' premises, (b) knowledgeable officers of the Junior DIP Obligors, (c) the Junior DIP Obligors' books and records, and (d) the Junior DIP Obligors' properties and other collateral of any Debtor against whom such parties are granted Junior DIP Liens or Junior DIP Superpriority Claims under this Interim Junior DIP Order and the Junior DIP Obligors shall reasonably cooperate, consult with, and provide to

such persons all such information as may be reasonably requested. Without limiting any other rights or remedies of the Junior DIP Agent or the other Junior DIP Credit Parties, or otherwise available at law or in equity, and subject to the terms of the Junior DIP Documents and the DIP Intercreditor Agreement unless otherwise ordered by the Bankruptcy Court, upon three (3) business days' written notice to counsel to the Junior DIP Obligors, the DIP ABL Agents, counsel to the Creditors' Committee, and any landlord, lienholder, licensor, or other third party owner of any leased or licensed premises or intellectual property, after the expiration of the Remedies Notice Period, that a Termination Event has occurred and is continuing, the Junior DIP Agent, (i) may, unless otherwise expressly provided in any separate agreement by and between the applicable landlord or licensor and the Junior DIP Agent (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of the Junior DIP Obligors for the purpose of exercising any remedy with respect to Junior DIP Collateral located thereon, and (ii) shall be entitled to all of the Junior DIP Obligors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents, or any other similar assets of the Junior DIP Obligors, which are owned by or subject to a lien of any third party and which are used by Junior DIP Obligors in their businesses, in either the case of (i) or (ii), without interference from lienholders or licensors thereunder; provided, however, that the Junior DIP Agent (on behalf of the applicable Junior DIP Lenders) shall pay only rent and additional rent, fees, royalties, or other monetary obligations of the Junior DIP Obligors under, and solely as required by, the applicable lease and any amendments thereto that accrue during the period of such occupancy or actual use by Junior DIP Agent calculated on a per diem basis. Nothing herein shall require the Junior DIP Obligors, the Junior DIP Agent or the other Junior DIP Credit Parties, to assume any lease or license under Bankruptcy Code section 365(a) as

a precondition to the rights afforded to the Junior DIP Agent and the other Junior DIP Credit Parties herein. Notwithstanding the foregoing, this paragraph shall be subject to the DIP Intercreditor Agreement and: (i) any agreement in writing between any of the Junior DIP Agent, the DIP ABL Agents or the Prepetition ABL Agents, as applicable, and any applicable landlord, (ii) pre-existing rights of any of the Junior DIP Agent, the DIP ABL Agents, or the Prepetition ABL Agents, as applicable, and any applicable landlord under applicable non-bankruptcy law, (iii) consent of the applicable landlord, or (iv) further order of the Bankruptcy Court following notice and a hearing.

38. ***Intercompany Obligations.*** To the extent any Debtor owes any post-petition intercompany obligation or indebtedness to any other Debtor (the “Intercompany Obligations”), such Intercompany Obligations shall be subordinated only to the DIP ABL Secured Obligations, until the DIP ABL Secured Obligations are indefeasibly repaid in full in cash and the Junior DIP Secured Obligations until the Junior DIP Secured Obligations are indefeasibly repaid in full. All Intercompany Obligations incurred after the Petition Date (“Postpetition Intercompany Obligations”) shall be secured by an automatically perfected security interest in and lien on, as to any Debtor transferee, all DIP ABL Collateral including Prepetition ABL Collateral, Prepetition Encumbered Collateral and Prepetition Unencumbered Collateral of the transferee for the benefit of the Debtor transferor (the “Postpetition Intercompany Liens”) junior to the Carve-Out, the DIP ABL Liens, the Senior Permitted Liens, the Junior DIP Liens, the Adequate Protection Liens (other than the Prepetition Second Lien Adequate Protection Liens), and the Prepetition ABL Liens, and senior to all other liens, and as to any non-Debtor transferee, liens on all assets and property of such transferee. For the avoidance of doubt, any reference in this Interim Junior DIP Order to payment (or repayment) in full shall mean: (a) indefeasible repayment of all outstanding

obligations in full in cash, (b) termination or expiration of all commitments under any applicable Junior DIP Documents, DIP ABL Loan Documents or Prepetition ABL Loan Documents and termination or expiration of any other commitment of any Junior DIP Credit Parties, DIP ABL Credit Parties or Prepetition ABL Credit Parties to make extensions of credit to any of the Junior DIP Obligors, DIP ABL Loan Parties under any such Junior DIP Documents, DIP ABL Loan Documents or Prepetition ABL Loan Documents, respectively, (c) all letters of credit issued or deemed issued under the DIP ABL Loan Documents have been canceled or have expired, and all amounts drawn thereunder have been reimbursed in full in cash (or other arrangements with respect thereto satisfactory to the DIP ABL Agents in their sole discretion shall have been made), and (d) solely with respect to the Prepetition ABL Obligations (i) if no Challenge Proceeding has been timely and properly commenced with respect to the prepetition obligations subject to the ABL Roll Up (as defined in the DIP ABL Order), the expiration of the Challenge Period, or (ii) the date on which any order entered by the Bankruptcy Court in favor of the applicable secured party in such Challenge Proceeding becomes final and non-appealable. For the avoidance of doubt, any Intercompany Obligations shall be subordinated to the Junior DIP Secured Obligations, DIP ABL Secured Obligations, the Adequate Protection Liens (other than the Prepetition Second Lien Adequate Protection Liens), and the Adequate Protection Claims (other than the Second Lien Facilities Superpriority Claims (as defined in the DIP ABL Order)), except to the extent set forth on the lien priority chart in paragraph 14. The Debtors shall establish reasonable procedures (reasonably acceptable to the Creditors' Committee, the DIP ABL Agents, the Junior DIP Agent, and the Prepetition Second Lien Credit Parties) to trace cash proceeds from the sale of inventory of the Debtors and to track liabilities and payables of the Debtors, including shared services and professional fees and costs (collectively, the "Allocable Costs"), on an entity by entity basis,

including without limitation between obligors and non-obligors under the Prepetition Second Lien Obligations, and to report the same to the Creditors' Committee, the DIP ABL Agents, the Junior DIP Agent, and the Prepetition Second Lien Credit Parties on a monthly basis. At the time of repayment or treatment of the Postpetition Intercompany Obligations pursuant to a chapter 11 plan or otherwise, the Debtors, the Creditors' Committee, the DIP ABL Agents, the Junior DIP Agent, and the Prepetition Second Lien Credit Parties agree to cooperate in good faith to propose and adopt a fair and reasonable allocation of all Allocable Costs on an entity by entity basis.

**39. *Prohibited Use of Junior DIP Facility, Junior DIP Collateral, Cash Collateral, Carve-Out, etc.*** Notwithstanding anything herein, prior to indefeasible payment in full in cash of the Junior DIP Secured Obligations except as otherwise expressly provided in this Interim Junior DIP Order, the Junior DIP Collateral, proceeds thereof, and the Carve-Out may not be used:

- (a) for the payment of interest and principal with respect to Prepetition Obligations or any other prepetition indebtedness of the Debtors, except for:
  - (i) the Carve-Out;
  - (ii) prepetition employee wages, benefits and related employee taxes as of the Petition Date;
  - (iii) prepetition sales, use and real property taxes;
  - (iv) prepetition amounts due in respect of insurance financings, premiums and brokerage fees;
  - (v) payment of certain interest and expenses (which expenses shall include fees and expenses of professionals) of the Prepetition ABL Agents and the Prepetition ABL Credit Parties (solely as required under the DIP ABL Order);
  - (vi) other "first day" interim and final orders permitting payment of prepetition claims, in the case of (ii) through (vi) pursuant to an order or orders of the Bankruptcy Court in form and substance acceptable to the Junior DIP Agent and DIP ABL Agents in their sole and absolute discretion and subject to and in accordance with the Approved Budget;
  - (vii) the ABL Roll Up (as provided for under the DIP ABL Order); and
  - (viii) other indebtedness to the extent authorized by the Bankruptcy Court and set forth in the Approved Budget;
- (b) subject to this Interim Junior DIP Order, in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation or threatened litigation (including any investigation in connection with such litigation or threatened litigation) of any type adverse

to the rights, remedies, claims or defenses of the Junior DIP Credit Parties, DIP ABL Credit Parties<sup>8</sup> or the Joint Lead Arrangers under the DIP ABL Loan Documents or the Prepetition ABL Credit Parties under the Prepetition ABL Loan Documents, this Interim Junior DIP Order, including for the payment of any services rendered by the professionals retained by the Debtors or the Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration or similar relief (A) invalidating, setting aside, avoiding, challenging, or subordinating, in whole or in part, the Junior DIP Secured Obligations, Junior DIP Liens, DIP ABL Secured Obligations, DIP ABL Liens, the Prepetition ABL Obligations, the Prepetition ABL Liens, the Adequate Protection Claims, the Adequate Protection Liens, or any adequate protection payments pursuant to this Interim Junior DIP Order; (B) for monetary, injunctive, declarative or other affirmative relief against the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties or their respective collateral; or (C) preventing, hindering or otherwise delaying the exercise by the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties of any rights and remedies under this Interim Junior DIP Order, the Junior DIP Documents, the DIP ABL Loan Documents, the Prepetition ABL Loan Documents or applicable law, or the enforcement or realization (whether by foreclosure, credit bid, further order of the Bankruptcy Court or otherwise) by the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties upon any of their respective collateral;

- (c) to make any payment in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body, without prior written consent of the Junior DIP Agent and DIP ABL Agents, unless otherwise set forth in the Approved Budget;
- (d) to pay any fees or similar amounts to any person who has proposed or may propose to purchase interests of the Debtors (including so-called "topping fees," "exit fees" and other similar amounts), except as approved by the Bankruptcy Court, without prior written consent by the Junior DIP Agent and DIP ABL Agents, unless otherwise included in the Approved Budget;
- (e) to object to, contest, or interfere with, in any way, the Junior DIP Credit Parties, DIP ABL Credit Parties' or the Prepetition ABL Credit Parties' enforcement or realization upon any of the Junior DIP Collateral, Prepetition ABL Collateral or DIP ABL Collateral once a Termination

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<sup>8</sup> For the purposes of this paragraph 39 and paragraphs 43, 44, and 45 the Prepetition ABL Credit Parties do not include ESL or any Non-ESL Insider, in any capacity.

Event has occurred, except as provided for in this Interim Junior DIP Order, or seek to prevent the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties from credit bidding in connection with any proposed plan of reorganization or liquidation or any proposed transaction pursuant to section 363 of the Bankruptcy Code;

- (f) unless in connection with the repayment in full, in cash of the Junior DIP Facility, DIP ABL Facility, or the Prepetition ABL Secured Obligations, as applicable, to use or seek to use Cash Collateral while the Junior DIP Secured Obligations, DIP ABL Secured Obligations, the Prepetition ABL Obligations and/or any of the DIP Term Loan Credit Parites' commitments under the Junior DIP Documents remain outstanding, or the DIP ABL Credit Parties' commitments under the DIP ABL Loan Documents remain outstanding, without the consent of the DIP Term Loan Agent, DIP ABL Agents, or the Prepetition ABL Administrative Agent, as applicable, other than during the Remedies Notice Period during which period the Junior DIP Obligors and the DIP ABL Loan Parties may only use Cash Collateral in accordance with the terms of this Interim Junior DIP Order;
- (g) to use or seek to use any insurance or tax refund proceeds constituting Junior DIP Collateral, or Prepetition ABL Collateral other than solely in accordance with the Approved Budget, the Junior DIP Documents, and the DIP ABL Loan Documents;
- (h) to incur indebtedness other than in accordance with the Approved Budget, the Junior DIP Documents or the DIP ABL Loan Documents without the prior consent of the Junior DIP Agent and the DIP ABL Agent;
- (i) to object to or challenge in any way the claims, liens, or interests held by or on behalf of the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties; provided, however, that, not more than \$100,000 in the aggregate of proceeds of the Carve-Out, any Cash Collateral, or any proceeds of the DIP ABL Facility, the DIP ABL Collateral, the Junior DIP Facility or the Junior DIP Collateral may be used by such Creditors' Committee for purposes of investigating such claims, liens, or interests of the Prepetition ABL Credit Parties (but not to litigate any of the foregoing) pursuant to the DIP ABL Order;
- (j) to assert, commence, prosecute or support any claims or causes of action whatsoever, including any Avoidance Action, against the Junior DIP Credit Parties, DIP ABL Credit Parties or the Prepetition ABL Credit Parties; provided that the foregoing shall not be construed to prohibit the Debtors from responding to discovery requests as required in their reasonable business judgment in consultation with legal counsel;

- (k) to prosecute any objection to, contest in any manner, or raise any defenses to, the validity, perfection, priority, or enforceability of, or seek equitable relief from any of the Adequate Protection Claims, the Adequate Protection Liens, any adequate protection payments pursuant to the DIP ABL Orders or any other rights or interests of the DIP ABL Credit Parties or the Prepetition ABL Credit Parties;
  - (l) to prosecute an objection to, contest in any manner, or raise any defenses to, the validity, extent, amount, perfection, priority, or enforceability of, or seek equitable relief from, any of the Junior DIP Secured Obligations, Junior DIP Liens, DIP ABL Secured Obligations, the DIP ABL Liens, the Prepetition ABL Obligations, the Prepetition ABL Liens, the Junior DIP Superpriority Claim or DIP ABL Superpriority Claims;
  - (m) to sell or otherwise dispose of the Junior DIP Collateral, DIP ABL Collateral or the Prepetition ABL Collateral other than as contemplated by the Junior DIP Documents, DIP ABL Loan Documents or the Prepetition ABL Loan Documents, as applicable; or
  - (n) for any purpose otherwise limited by the Junior DIP Documents, DIP ABL Loan Documents or the Prepetition ABL Loan Documents, as applicable.
40. [RESERVED].
41. [RESERVED].
42. **No Third Party Rights.** Except as explicitly provided for herein, this Interim Junior DIP Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

43. **Limitations on Charging Expenses.** In the Final Junior DIP Order, the Debtors will request that no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any Successor Cases at any time shall be charged against the Junior DIP Credit Parties (solely in their capacity as Junior DIP Credit Parties) or the Junior DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or any other legal or equitable doctrine (including unjust enrichment) or any similar principle of law, without the prior written consent of the Junior DIP Agent and/or any Junior DIP Credit Party, as applicable, and no

such consent shall be implied from this Interim Junior DIP Order or any other action, inaction, or acquiescence by any such agents or lenders.

44. ***Section 552(b).*** In the Final Junior DIP Order, the Debtors will request that the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Junior DIP Credit Parties, with respect to proceeds, products, offspring or profits of any of the Junior DIP Collateral.

45. ***No Marshaling/Applications of Proceeds.*** In the Final Junior DIP Order, the Debtors will request that, subject to the DIP Intercreditor Agreement and the Reverse Marshaling Provisions, the Junior DIP Credit Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Junior DIP Collateral except as set forth herein.

46. ***Discharge Waiver.*** The Debtors expressly stipulate, and the Bankruptcy Court finds and adjudicates that, none of the Junior DIP Secured Obligations, the Junior DIP Superpriority Claims, or the Junior DIP Liens shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless the Junior DIP Secured Obligations have been indefeasibly paid in full in cash on or before the effective date of a confirmed plan of reorganization.

47. ***Rights Preserved.*** Other than as expressly set forth in this Interim Junior DIP Order, any other rights, claims or privileges (whether legal, equitable or otherwise) of the Junior DIP Credit Parties, DIP ABL Credit Parties and the Prepetition Credit Parties are preserved. Nothing contained herein shall be deemed to prevent the Prepetition Credit Parties from requesting additional adequate protection or from arguing that the adequate protection granted in the DIP ABL Order does not in fact adequately protect the Prepetition Credit Parties against post-petition

diminution in value of the Prepetition Collateral if any; *provided* that all parties' rights to oppose such relief are fully preserved.

48.     ***Release.*** In the Final Junior DIP Order, the Debtors will seek approval of the following: as further set forth in the Junior DIP Documents, the Debtors, on behalf of themselves and their estates (including any successor trustee or other estate representative in these Chapter 11 Cases or any Successor Case) and any party acting by, through, or under any of the Debtors or any of their estates, hereby stipulate and agree that they forever and irrevocably (a) release, discharge, waive, and acquit the current or future Junior DIP Agent and other current or future Junior DIP Credit Parties, and each of their respective participants and each of their respective affiliates, and each of their respective Representatives (each of the foregoing only in their capacity as such), from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description, arising out of, in connection with, or relating to the Junior DIP Facility, the Junior DIP Documents or the transactions and relationships contemplated hereunder or thereunder, including (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, perfection, or avoidability of the liens or secured claims of the Junior DIP Agent and the other Junior DIP Credit Parties; and (b) waive any and all defenses (including offsets and counterclaims of any nature or kind) as to the validity,

perfection, priority, enforceability, and nonavoidability of the Junior DIP Secured Obligations, the Junior DIP Liens, and the Junior DIP Superpriority Claims, *provided, however,* that the foregoing release shall not release any claims for fraud or willful misconduct, *provided, further* that ESL, or any Non-ESL Insider, in any capacity, shall not be entitled to a release pursuant to this paragraph and shall not be permitted to become a Junior DIP Credit Party without a further order of the Bankruptcy Court. For the avoidance of doubt, the foregoing release shall not constitute a release of any rights arising under the Junior DIP Documents or of ESL or any Non-ESL Insider.

49. ***No Waiver by Failure to Seek Relief.*** The failure or delay of the Junior DIP Credit Parties, the DIP ABL Credit Parties or the Prepetition Credit Parties to seek relief or otherwise exercise their respective rights and remedies under this Interim Junior DIP Order, the Junior DIP Documents, the Prepetition Loan Documents, the DIP ABL Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the Junior DIP Credit Parties, the DIP ABL Credit Parties, or the Prepetition Credit Parties.

50. ***Binding Effect of Interim Junior DIP Order.*** Immediately upon entry by the Bankruptcy Court (notwithstanding any applicable Bankruptcy Rules or any other law or rule to the contrary), the terms and provisions of this Interim Junior DIP Order, including the liens granted herein shall, *nunc pro tunc* to the date of entry of the Interim Junior DIP Order, become valid and binding upon and inure to the benefit of the Debtors, the Junior DIP Credit Parties, and their respective successors and assigns; *provided* that ESL shall not be permitted to have any interest in any Junior DIP Obligations, either directly or indirectly, including by participation or otherwise, and any such interest shall be void *ab initio*. To the extent there is any applicable stay of this Interim Junior DIP Order, it is hereby waived.

51. ***No Modification of Interim Junior DIP Order.*** The Debtors irrevocably waive the right to seek and shall not seek or consent, directly or indirectly without the prior written consent of the Junior DIP Agent and the DIP ABL Agents, which consent of the Junior DIP Agent and the DIP ABL Agents may be refused in their sole and absolute discretion: (a) any modification, stay, vacatur or amendment to this Interim Junior DIP Order; (b) other than the Carve-Out, a priority claim for any administrative expense or unsecured claim against the Debtors to the fullest extent permitted under the Bankruptcy Code in the Chapter 11 Cases or any Successor Case, equal or superior to the Junior DIP Superpriority Claim; (c) any lien on any of the Junior DIP Collateral, with priority equal or superior to the Junior DIP Liens. The Debtors irrevocably waive any right to seek any amendment, modification or extension of this Interim Junior DIP Order without the prior written consent of the Junior DIP Agent and the DIP ABL Agents, and no such consent shall be implied by any other action, inaction or acquiescence of the Junior DIP Credit Parties, Prepetition ABL Credit Parties or the DIP ABL Credit Parties. Neither this Interim Junior DIP Order nor the Final Junior DIP Order shall be modified without the consent of the DIP ABL Agents.

52. ***Controlling DIP Order.*** In the event of any inconsistency between the terms and conditions of the Junior DIP Documents or this Interim Junior DIP Order, the provisions of this Interim Junior DIP Order shall govern and control. In the event of any inconsistency between the terms and conditions of the Final ABL DIP Order and the Junior DIP Interim Order, the Final DIP ABL Order shall govern and control.

53. ***Survival.*** The provisions of this Interim Junior DIP Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a

case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Case; or (d) pursuant to which the Bankruptcy Court abstains from hearing the Chapter 11 Cases or any Successor Case. The terms and provisions of this Interim Junior DIP Order, including the claims, liens, security interests and other protections granted to the Junior DIP Credit Parties, and the DIP ABL Credit Parties pursuant to this Interim Junior DIP Order, notwithstanding the entry of any such order, shall continue in the Chapter 11 Cases, in any Successor Case, or following dismissal of any of the Chapter 11 Cases or any Successor Case, and shall maintain their priority as provided by this Interim Junior DIP Order until all Junior DIP Secured Obligations have been paid in full.

**54. *Preservation of Rights Granted Under this Interim Junior DIP Order.***

(a) Except as expressly provided herein, in the Junior DIP Documents, or the DIP ABL Order no claim (to the fullest extent permitted under the Bankruptcy Code) or lien having a priority senior to or *pari passu* with that granted by this Interim Junior DIP Order to the Junior DIP Credit Parties shall be granted while any portion of the Junior DIP Secured Obligations remain outstanding, and the Junior DIP Liens shall not be subject to or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or subordinate to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise.

(b) Unless all Junior DIP Secured Obligations shall have been indefeasibly paid in full in cash, the Debtors shall not seek, and it shall constitute an Event of Default under the Junior DIP Documents if there is entered (i) any stay, vacatur, rescission, modification, amendment, or extension of this Interim Junior DIP Order or the Final Junior DIP Order without the prior written consent of the Junior DIP Agent and the DIP ABL Agents, and no

such consent shall be implied by any other action, inaction or acquiescence by the Junior DIP Agent or the DIP ABL Agents; (ii) an order converting any of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or dismissing any of these Chapter 11 Cases; or (iii) any other order granting adequate protection or authorizing the use of Cash Collateral without the prior written consent of the Junior DIP Agent, DIP ABL Agents and the Prepetition ABL Agents, and no such consent shall be implied by any other action, inaction, or acquiescence by any of the Junior DIP Agent, DIP ABL Agents and the Prepetition ABL Agents. If an order dismissing or converting any of these Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered this Bankruptcy Court shall retain jurisdiction to the extent it has jurisdiction, notwithstanding such dismissal or conversion, for the purposes of enforcing the claims, liens and security interests referred to in paragraph 53.

(c) If any or all of the provisions of this Interim Junior DIP Order are hereafter reversed, modified, vacated or stayed or any order is entered dismissing any of the Chapter 11 Cases or converting any of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, such reversal, stay, modification, vacatur, conversion, or dismissal shall not affect (i) the validity, priority or enforceability of any Junior DIP Secured Obligations incurred prior to the actual receipt of written notice by the Junior DIP Agent of the effective date of such reversal, stay, modification or vacatur, or (ii) the validity, priority, or enforceability of the Junior DIP Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of Junior DIP Collateral, any Junior DIP Secured Obligations incurred by the Junior DIP Obligors, Junior DIP Agent, and/or other Junior DIP Credit Parties, as the case may be, prior to the actual receipt of written notice by the Junior DIP Agent, of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Interim Junior DIP Order, and

the Junior DIP Credit Parties shall be entitled to all of the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Interim Junior DIP Order, and pursuant to the Junior DIP Documents with respect to all such uses of the Junior DIP Collateral and all Junior DIP Secured Obligations.

55. ***Chubb Reservation of Rights.*** For the avoidance of doubt, (i) the Junior DIP Credit Parties shall not have a security interest or lien on any collateral provided by or on behalf of the Debtors to ACE American Insurance Company and ACE Fire Underwriters Insurance Company (together, with each of their affiliates and affiliates successors, “Chubb”), (ii) the Debtors may not grant liens and/or security interests in such property to any other party, (iii) this Order does not grant the Debtors any right to use any property (or the proceeds thereof) held by Chubb as collateral to secure obligations under insurance policies and related agreements; *provided* that to the extent any such property reverts to the Debtors, such property shall be subject to the terms of this Interim Junior DIP Order; and (iv) nothing, including the Junior DIP Credit Agreement and/or this Order, alters or modifies (a) the terms and conditions of any insurance policies or related agreements issued by Chubb or any notices of non-renewal related thereto; (b) Chubb’s right to decline to renew any insurance policies or to decline to issue replacement insurance policies for any expiring insurance policies, or (c) the expiration of any insurance policies issued by Chubb pursuant to their terms or any notices of non-renewal related thereto.

56. ***United States of America***

(a) In determining to make any loan under the Junior DIP Credit Agreement or in exercising any rights or remedies as and when permitted pursuant to this Interim Junior DIP Order or the Junior DIP Documents, the Junior DIP Credit Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner

or operator” with respect to the operation or management of the Debtors, so long as the Junior DIP Credit Parties’ actions do not constitute, within the meaning of 42 U.S.C. § 9601(20)(F), actual participation in the management or operational affairs of a vessel or facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, or any similar federal or state statute).

(b) Nothing in this Interim Junior DIP Order or the Junior DIP Documents shall permit the Debtors to violate 28 U.S.C. § 959(b).

(c) As to the United States, its agencies, departments, or agents, nothing in this Interim Junior DIP Order or the Junior DIP Documents shall discharge, release or otherwise preclude any valid right of setoff or recoupment that any such entity may have, and the Debtors and all other parties in interest, including the Junior DIP Credit Parties, reserve all rights to challenge the validity of any such purported right of setoff or recoupment.

57. ***Setoff and Recoupment.*** Notwithstanding anything to the contrary in this Interim Junior DIP Order, nothing herein is intended to, and shall not: (a) waive, modify, prejudice, limit or otherwise impair the right of any party to exercise rights of setoff or recoupment, if any, under the Bankruptcy Code (including, without limitation, pursuant to section 553 of the Bankruptcy Code) or any other applicable non-bankruptcy law, subject, however, to section 546(c) of the Bankruptcy Code, (b) provide any party with any greater or lesser setoff or recoupment rights, if any, than they would have under the Bankruptcy Code or any other applicable non-bankruptcy law, or eliminate the need to seek relief from the automatic stay where required before exercising any such rights, or (c) waive, modify, prejudice, limit or otherwise impair any

defenses or objections of the Junior DIP Agent or any of the other Junior DIP Credit Parties, the Debtors and any other party in interest to such setoff and recoupment rights or the exercise thereof.

58. ***Prepetition Consolidated Loan Lenders.*** As adequate protection of liens held by SL Agent, LLC, as agent (in such capacity, the "Prepetition Consolidated Loan Agent") under that certain Third Amended and Restated Loan Agreement, dated as of June 4, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the "Prepetition Consolidated Loan Agreement"), among (i) JPP, LLC, JPP II, LLC and Cascade Investment, L.L.C., collectively, as lenders and (iii) Sears, Roebuck And Co., KMArt Stores of Illinois LLC, KMArt of Washington LLC, KMArt Corporation, SHC Desert Springs, LLC, Innovel Solutions, Inc., Sears Holdings Management Corporation, Maxserv, Inc., Troy Coolidge No. 13, LLC, Sears Development Co., Big Beaver Of Florida Development, LLC and Sears Holdings Corporation (collectively, the "Prepetition Consolidated Loan Parties"), the Prepetition Consolidated Loan Parties are authorized and directed, on an interim basis, to provide adequate protection in the form of (i) current cash reimbursement of reasonable and documented fees and expenses and other disbursements of the Prepetition Consolidated Loan Agent whether incurred before, on or after the Petition Date, including the reasonable documented fees and expenses of its professional advisors subject to the procedures set forth in paragraph 19(f) of the DIP ABL Order, Debevoise & Plimpton LLP, (ii) continued maintenance and insurance of the "Collateral" as such term is defined in the Prepetition Consolidated Loan Agreement in amounts and for the risks, and by the entities, as required under the Prepetition Consolidated Loan Agreement and this Final Order and (iii) cash payment of post-petition interest on Note A-1 and Note A-2 (each as defined in the Prepetition Consolidated Loan Agreement) under the Prepetition Consolidated Loan Agreement as such interest becomes due and payable at the applicable

non-default rate thereunder from and after the Petition Date; *provided* that in the event of a final determination that the Prepetition Consolidated Loan Parties, as applicable are undersecured as of the Petition Date, payments received by the applicable Prepetition Consolidated Loan Parties pursuant to this clause (iii) may be recharacterized and applied as payments of principal. For the avoidance of doubt, the foregoing does not apply to any portion of the Prepetition Consolidated Loan held by ESL.

59. ***Reclamation, Setoff and Recoupment.*** To the extent a seller of goods (a “Reclamation Creditor”) asserts rights of reclamation pursuant to and in accordance with both section 2-702(2) of the Uniform Commercial Code (the “UCC”) and section 546(c) of the Bankruptcy Code (each a “Reclamation Claim” and, collectively, the “Reclamation Claims”) requesting that the Debtors return certain goods identified in the Reclamation Claims (the “Reclamation Goods”), the rights of such Reclamation Creditor (the “Reclamation Rights”) in either Reclamation Goods or the proceeds thereof (the “Reclamation Proceeds”) and the priority of such Reclamation Rights as against any other interest in the Reclamation Goods or the Reclamation Proceeds shall be preserved solely to the extent a Challenge Proceeding with respect to the Prepetition ABL Revolving Extensions of Credit, the Prepetition ABL Term Loans or the liens securing any of such obligations has been successfully brought in compliance with the provisions of this Final Junior DIP Order and determined by an order entered by the Bankruptcy Court that becomes final and non-appealable; *provided* that in no event shall any alleged Reclamation Claim or Reclamation Right be deemed or treated hereunder as a Permitted Prior Lien rather, any such alleged Reclamation Claim or Reclamation Right shall have the same rights and priority with respect to the Junior DIP Facility, and Junior DIP Liens as such rights and claims had with respect to the Prepetition ABL Facilities, Prepetition ABL Liens and Prepetition ABL

Collateral (subject to paragraphs 40 and 41 of the DIP ABL Order). Notwithstanding anything herein to the contrary, nothing herein shall determine, or be deemed a determination of the validity or extent of any Reclamation Rights or Reclamation Claims and all parties rights with respect thereto are expressly reserved.

60. ***Specified Governmental Unit Assets.*** As adequate protection for the claims of the Specified Governmental Units,<sup>9</sup> the Debtors either will pay such claims directly or fund a segregated account (the “Specified Governmental Units Account”), in each case from the proceeds of the Store Closing Sales (as defined in the DIP ABL Order) located in jurisdictions subject to the authority of the Specified Governmental Units Account. The liens asserted by Specified Governmental Units shall attach to the Specified Governmental Units Account in the same amount, to the same extent and with the same priority, validity and enforceability, and subject to the same defenses, as the liens the Specified Governmental Units now have against such

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9 For purposes of this Interim Junior DIP Order, “Specified Governmental Units” means Allen ISD, Angelina County, Aransas Count, Atascosa County, Atlanta, Atlanta ISD, Bee County, Bexar County, Blanco CAD, Cameron County, Cleveland ISD, Cypress-Fairbanks ISD, Dallas County, Del Rio, Eagle Pass, Eagle Pass ISD, El Paso, Ellis County, Fort Bend County, Frisco, Galveston County, Grayson County, Gregg County, Harlingen, Harlingen CISD, Harris County, Hidalgo County, Hood CAD, Hopkins County, Hunt County, Irving ISD, Jasper County, Jefferson County, Jim Wells CAD, Kaufman County, Lewisville ISD, Matagorda County, McAllen, McLennan County, Montgomery County, Navarro County, Nueces County, Parker CAD, Pecos County, Pleasanton, Polk County, Rockwall CAD, San Patricio County, Smith County, Stephenville, Stephenville ISD, Sulphur Springs, Sulphur Springs ISD, Tarrant County, Tom Green CAD, Val Verde County, Van Zandt CAD, Victoria County, Wharton Co. Jr. College Dist., Wilson County, Wise CAD, Wise County, Wood County, Nolan County, City Sweetwater, Sweetwater Independent School District (ISD), Palo Pinto County, City Mineral Wells, Mineral Wells ISD, Johnson County, City Cleburne, Cleburne , ISD, Arlington ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, City Grapevine, Grapevine-Colleyville ISD, Richardson ISD, Carrollton-Farmers Branch ISD, City of Garland, Lubbock Central Appraisal District, Midland County, Tyler ISD, Cass County, Houston County, Mineola ISD, Nacogdoches County ISD, Austin County Appraisal District, Brazoria County Tax Office, Brazoria County Municipal Utility District (MUD) #35, Brazoria County Tax Office, Fort Bend ISD, Fort Bend County Levee Improvement District #2, First Colony MUD #10, Clear Creek ISD, Galveston County Mgmt. Dist. #1, Dickinson ISD, Interstate MUD, Clear Creek ISD, Galveston County Mgmt Dist. #1, Dickinson ISD, Interstate MUD, Clear Creek ISD, City of Houston, Galena Park ISD, HC MUD 285, Clear Creek ISD, City of Houston, Galena Park ISD, Spring Branch ISD, Spring ISD, Alief ISD, Tomball ISD, City of Tomball, Midtown Mgmt District, City of Jasper, City of Cleveland, Bay City ISD, Kerr County, Kendall County, Fayette County, Maverick County, Uvalde County, Weslaco City, Weslaco ISD, Randall County Tax Office, Potter County Tax Office, Gray County Tax Office, Garland ISD, Humble ISD, Harris County MUD 109, and Maricopa County Treasurer.

assets of the Debtors. Further, nothing in this Interim Junior DIP Order or final orders with respect to post-petition financing, use of cash collateral, the closing of certain store locations or the same of the Debtors' assets shall affect the priority of the ad valorem tax liens of the Specified Governmental Units (if any) which may arise during the pendency of these cases. The Specified Governmental Units Account shall be maintained solely for the purpose of providing adequate protection and shall constitute neither the allowance of the claims of the Specified Governmental Units, nor a floor or cap on the amounts the Specified Governmental Units may be entitled to receive. All parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Specified Governmental Units are fully preserved. Funds in the Specified Governmental Units Account may be distributed upon agreement between the Specified Governmental Units and the Debtors, with the consent of the DIP ABL Administrative Agent, and Junior DIP Agent, or by subsequent order of the Bankruptcy Court, duly noticed to the Specified Governmental Units.

61. ***Consignment Merchandise*** To the extent of any conflict between paragraphs 36 through 41 of the *Final Order Approving (I) Procedures For Store Closing Sales And (II) Assumption Of Liquidation Consulting Agreement* [ECF No. 876] (the "GOB Order") and this Interim Junior DIP Order, paragraphs 36 through 41 of the GOB Order shall control.

62. ***American Greetings Corporation.*** Nothing in this Interim Junior DIP Order shall affect or impair (i) the rights of American Greetings Corporation and its affiliates ("AG") in and to certain greetings cards and related products sold by AG to the Debtors on a scan-based method of sale (the "AG Products"), (ii) AG's rights in the proceeds of the AG Products (the "AG Proceeds"), (iii) AG's claims against the Debtors, the Junior DIP Lenders, or any other party relating to the AG Products, including, without limitation, AG's claims to recover the AG

Proceeds, or (iv) any defenses or objections to such claims or rights that may be asserted by the Debtors, the Junior DIP lenders or any other party in interest, all of which rights, claims, defenses and objections are hereby preserved.

63. ***School District Unit 300.*** Notwithstanding anything to the contrary contained herein, and consistent with the record of the hearing held before the Court on November 28, 2018, all rights of Community Unit School District 300 with respect to any ongoing stayed litigation and the transactions and events referenced therein, including the right to assert a constructive trust or a senior secured lien, and all defenses or objections of the Debtors and/or any and all other parties thereto, shall be preserved, and nothing herein shall waive, modify, prejudice, limit or otherwise impair any such rights, defenses or objections as the case may be, or be deemed a determination as to the validity, priority or extent of any such rights, claims or liens (if any) and all parties' rights with respect thereto are also expressly reserved.

64. ***SHLD and Cyrus and Relator Carl Ireland.*** Notwithstanding anything to the contrary contained herein (including, but not limited to, paragraphs iv, 13, and 14 hereof), nothing herein, including the Carve-Out, shall be deemed to prime or be otherwise made senior or pari passu to any valid, perfected and non-avoidable security interests or liens held by (i) SHLD Lendco, LLC or Cyrus Capital Partners, L.P. under the IP/Ground Lease Term Loan or (ii) Relator Carl Ireland, Administrator of the Estate of James Garbe, and the other parties to the Garbe settlement agreement sharing in that security interest with Garbe (such security interests and liens the "Specified Security Interests"). All parties' rights to object to the priority, validity, amount, and extent of the Specified Security Interests and the claims secured thereby (and all objections and defenses of the holders of the Specified Security Interests) are hereby fully preserved. All rights and remedies of the Debtors in respect of the Specified Security Interests,

including, but not limited to, the right to seek to surcharge and to seek to impose the remedy of marshaling (and, in each case, all objections and defenses of the holders of the Specified Security Interests) are hereby fully preserved. All rights of the holders of the Specified Security Interests to seek relief from the automatic stay of section 362 of the Bankruptcy Code, to seek adequate protection of the Specified Security Interests, and/or other permissible secured creditor rights, including the right to object to any relief sought pursuant to the Debtors' reserved rights, are hereby fully reserved.

65. ***Clover.*** Notwithstanding anything to the contrary contained herein, all rights of Clover Technologies Group, LLC ("Clover") with respect to any proceeds remitted to the Debtors prior to the Petition Date pursuant to that certain agreement between Clover and certain of the Debtors governing the distribution and retail sales of certain inventory on a scan-based trading method of sales (as further described the objection filed by Clover under [ECF No. 212]) shall be preserved, and the rights of the Debtors and any other party in interest to object are also hereby preserved.

66. At the time of submission of this Order, the Debtors, the DIP Agents and Luxottica Retail North America, Inc. ("Luxottica") are continuing to formulate language addressing the issues raised by Luxottica's objection (ECF No. 757) (the "Luxottica Objection"). If the Debtors, the DIP Agents and Luxottica reach an agreement on that language, the Debtors will file a stipulation with the Court, which stipulation shall govern to the extent of any inconsistency with this order. If the Debtors, the DIP Agents and Luxottica cannot agree on such language, the parties will request a hearing before the Court. Neither the entry of this Order nor passage of time shall prejudice the Luxottica Objection in any way. In addition, neither the entry of this Order nor the passage of time shall prejudice Luxottica's right to argue that an agreement

resolving the Luxottica Objection was reached, and further shall not prejudice Luxottica's ability to enforce the terms of such agreement; provided that the Debtors' and the DIP Agent's rights to object to the same shall be preserved in every respect.

67. ***Final Hearing.*** The Final Hearing to consider entry of the Final Junior DIP Order and approval of the DIP ABL Facility on a final basis is scheduled for **December 20, 2018 at 10:00 a.m. Eastern Time** before the Honorable Robert D. Drain, United States Bankruptcy Judge, the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601.

68. ***Notice of Final Hearing:*** Notice of the Final Hearing shall be provided in accordance with the terms of the Case Management Order.

69. ***Objection Deadline.*** Objections, if any, to the relief sought in the Motion with respect to entry of the Final Junior DIP Order shall be in writing, shall set forth with particularity the grounds for such objections or other statement of position, shall be filed with the clerk of the Bankruptcy Court, and served upon: (a) proposed counsel to the Debtors; (b) the U.S. Trustee; (c) proposed counsel to the Creditors' Committee; (d) counsel to the DIP ABL Agents; (e) counsel to the Prepetition ABL Administrative Agent; and (f) counsel to the Prepetition Second Lien Agents, so that such objections are filed with the Bankruptcy Court and received by said parties on or before **4:00 p.m. Eastern Time on December 13, 2018.**

70. ***Retention of Jurisdiction.*** The Bankruptcy Court shall retain jurisdiction to enforce this Interim Junior DIP Order according to its terms to the fullest extent permitted by applicable law.

Dated: November 30, 2018

White Plains, New York

/s/Robert D. Drain

Robert D. Drain

United States Bankruptcy Judge

**Exhibit A**

**Approved Initial Budget**

**Exhibit B**

**Junior DIP Credit Agreement**

**Schedule 1**

Any direct or indirect claim, cause of action, or right to payment of any Obligor or of any of the successors of any such Obligor in respect of (i) anti-trust claims or other claims against any of Visa Inc., Mastercard Inc., JPMorgan Chase & Co, Citigroup N.A., Bank of America N.A., or any of their respective affiliates in relation to certain practices with respect to merchant processing fees and merchant processing agreements and (ii) any settlement with respect to the foregoing, including without limitation any direct or indirect settlement with any such financial institution or other person.

**Schedule 2**

No.	Store Number	City	State
1.	7777	New York	NY
2.	7749	New York	NY
3.	9423	Bridgehampton	NY

### **Schedule 3**

<b><i>Unencumbered Collateral</i></b>
All of the rights, title, and interests of any Obligor, and the proceeds of any sale thereof, in those certain SRAC Medium Term Notes Series B issued by Sears Roebuck Acceptance Corp. as further described in the <i>Emergency Motion of Debtors for Order Approving Sale of Medium Term Notes</i> [Docket No. 642].
All of the rights, title and interest, whether now existing or hereafter acquired, in and to all assets of Sears Home Improvement Products, Inc., and the proceeds and products, whether tangible or intangible, thereof, including, without limitation, the sale of any assets, properties and rights related to the SHIP Business (as defined in the <i>Motion of Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Sale of Sears Home Improvement Business, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Auction for and Hearing to Approve Sale of Sears Home Improvement Business, (D) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (E) Approving Assumption and Assignment Procedures, (II) Approving the Sale of Sears Home Improvement Business in Accordance with the Stalking Horse Agreement and (III) Granting Related Relief</i> [Docket No. 450]), in each case that is not subject to a valid and perfected lien or security interest as of the Petition Date (including liens on the Prepetition ABL Collateral).
All of the rights, title and interest, whether now existing or hereafter acquired, in and to all assets of Sears PartsDirect, and the proceeds and products, whether tangible or intangible, thereof, in each case that is not subject to a valid and perfected lien or security interest as of the Petition Date (including liens on the Prepetition ABL Collateral).
Any and all estates or interests in real property (including any leases) identified as unencumbered in Exhibit 1 to this Schedule 3. With respect to leases this includes any agreement, whether written or oral, no matter how styled or structured, and all amendments, guaranties and other agreements relating thereto, pursuant to which an Obligor is entitled to the use or occupancy of any real property for any period of time.
All intellectual property and proprietary rights of any kind or nature of the Obligors, whether arising under United States, multinational or foreign laws or otherwise, whether registered or unregistered, including business names, copyrights (including rights in computer software) and works of authorship, patents and inventions, data, databases, domain names, trademarks, confidential information, designs, service marks, technology, trade secrets, know-how, and processes, and all applications and registrations therefor, and all rights, priorities, and privileges arising out of or relating to any of the foregoing, not subject to a valid and perfected lien or security interest as of the Petition Date.
Any and all rent, income, revenues or proceeds paid by or received from tenants or subtenants in respect of real property (including any leases) identified as unencumbered in Exhibit 1 to this Schedule 3.
All accounts, general intangibles or payment intangibles (each as defined in the UCC) of or other obligations owing to, any Loan Party or any of their Subsidiaries that are Debtors (including, without limitation, vendor credits), in each case to the extent not constituting Prepetition ABL Collateral and not otherwise subject to a valid and perfected lien as of the Petition Date.
To the extent not otherwise covered above, all other assets, and all other proceeds of any additional assets, of the Obligors in each case to the extent not constituting Prepetition ABL Collateral and not otherwise subject to a valid and perfected lien or security interest as of the Petition Date.

**EXHIBIT 1**  
**UNENCUMBERED REAL PROPERTY**

**A. OWNED AND GROUND LEASED UNENCUMBERED REAL PROPERTY NOT SUBJECT TO A VALID AND PERFECTED  
LIEN AS OF THE PETITION DATE**

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
2027	202700	Wasilla	AK	1000 S Seward Meridian Rd	99654	Open Store	Open Store	GL
2796	279600	Tuscaloosa	AL	1701 McFarland Blvd E #207	35404	Closed Store	Closed Store	GL
61901	6190100	SCOTTSDALE	AZ	16275 N Scottsdale Rd	85260	Closed Store	Closed Store	GL
1728	172800	Tucson	AZ	4570 N Oracle Rd	85705	Open Store	Open Store	GL
4996	499600	Tucson	AZ	7055 E Broadway St	85710	Open Store	Open Store	GL
1838	183800	Burbank	CA	111 E Magnolia Blvd	91502	Open Store	Open Store	GL
1678	167800	Carlsbad	CA	2561 El Camino Real	92008	Open Store	Open Store	GL
2728	272800	Downey	CA	600 Stonewood	90241	Open Store	Open Store	GL
3725	372500	Freedom	CA	1702 Freedom Boulevard	95019	Open Store	Open Store	GL
1088	108800	Glendale	CA	236 N Central Ave	91203	Open Store	Open Store	GL
2028	202800	Hemet	CA	2200 W Florida Ave	92545	Open Store	Open Store	GL
3748	374800	Hollister	CA	491 Tres Pinos Road	95023	Open Store	Open Store	GL
9328	932800	Long Beach	CA	2900 Bellflower Blvd	90815	Open Store	Open Store	GL
2798	279800	PALM DESERT	CA	44430 TOWN CENTER WAY	92260	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1818	181800	Rancho Cucamonga	CA	8250 Day Creek Blvd	91739	Open Store	Open Store	GL
9797	979700	Scotts Valley	CA	270 Mt Hermon Rd	95066	Open Store	Open Store	GL
3828	382800	Temecula	CA	26471 Ynez Road	92591	Open Store	Open Store	GL
1278	127800	Torrance	CA	22100 Hawthorn Blvd	90503	Open Store	Open Store	GL
1111	111100	Colorado Springs	CO	2050 Southgate Rd	80906	Open Store	Open Store	GL
1467	146700	Ft Collins	CO	205 E Foothills Pkwy	80525	Open Store	Open Store	GL
6820	682000	Boynton Beach	FL	805 N Congress Ave	33426	Open Store	Open Store	GL
2485	248500	Brooksville	FL	13085 Cortez Blvd	34613	Open Store	Open Store	GL
1195	119500	Ft Lauderdale	FL	901 N Federal Hwy	33304	Open Store	Open Store	GL
1456	145600	Oviedo	FL	1360 Oviedo Blvd	32765	Open Store	Open Store	GL
1585	158500	Tallahassee	FL	1500 Apalachee Pkwy	32301	Open Store	Open Store	GL
8049	804900	HILO	HI	50 Pohaku St	96720	Non-retail	Active Non-	GL
8158	815800	HONOLULU	HI	2886 Paa St	96819	Non-retail	Active Non-	GL
1738	173800	Kaneohe(Sur)	HI	46-056 Kamehameha Hwy	96744	Open Store	Open Store	GL
8818	881800	PEARL CITY	HI	98-600 Kamehameha Hwy	96782	Non-retail	Active Non-	GL
2936	293600	Chicago	IL	1800 W Lawrence Ave	60640	Open Store	Open Store	GL
1640	164000	Fairview Hts	IL	235 Saint Clair Sq	62208	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
3251	325100	Indianapolis	IN	6780 W Washington St	46241	Open Store	Annc'd to	GL
7042	704200	Valparaiso	IN	2801 Calumet Ave	46383	Open Store	Open Store	GL
1161	116100	Wichita-Town East	KS	7700 E Kellogg Dr	67207	Open Store	Open Store	GL
1283	128300	Braintree	MA	250 Granite St	02184	Open Store	Open Store	GL
1374	137400	Bel Air	MD	658 Baltimore Pike	21014	Open Store	Open Store	GL
1013	101300	Glen Burnie	MD	7900 Gov Ritchie Hwy	21061	Open Store	Open Store	GL
7031	703100	Menominee	MI	1101-7Th Ave	49858	Open Store	Open Store	GL
1722	172200	Bloomington	MN	2000 N E Court	55425	Open Store	Open Store	GL
3405	340500	Minneapolis	MN	10 W Lake Street	55408	Open Store	Open Store	GL
30956	3095600	West St. Paul	MN	50 Signal Hill Mall	55118	Closed Store	Closed Store	GL
3239	323900	Kansas City	MO	7100 Nw Prairie View Rd	64151	Open Store	Annc'd to	GL
62707	6270700	SPRINGFIELD	MO	3803 S Glenstone	65804	Closed Store	Closed Store	GL
1335	133500	Greensboro	NC	3200 W Friendly Ave	27408	Open Store	Open Store	GL
3744	374400	Kill Devil Hills	NC	1091 N Croatan Highway	27948	Open Store	Open Store	GL
1041	104100	Omaha	NE	7424 Dodge St	68114	Open Store	Open Store	GL
69722	6972200	NORTH BRUNSW	NJ	1055 Route 1 South	08902	Closed Store	Closed Store	GL
9463	946300	Somers Point	NJ	250 New Rd (Rt 9)	08244	Open Store	Open Store	GL
1684	168400	Woodbridge	NJ	150 Woodbridge Ctr Ct	07095	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1709	170900	Henderson	NV	1245 W Warm Springs Rd	89014	Open Store	Annc'd to	GL
2754	275400	HENDERSON	NV	1511 W SUNSET RD	89014	Closed Store	Closed Store	GL
1828	182800	Las Vegas	NV	4355 Grand Canyon Dr	89147	Open Store	Open Store	GL
26741	2674100	Amherst	NY	1261 Niagara Falls Blvd	14226	Closed Store	Closed Store	GL
3862	386200	Bohemia	NY	5151 Sunrise Hwy	11716	Open Store	Open Store	GL
7654	765400	Bronx	NY	300 Baychester Avenue	10475	Open Store	Open Store	GL
2626	262600	College Point	NY	131-08 20Th Ave	11356	Open Store	Open Store	GL
4871	487100	Farmingville	NY	2280 North Ocean Ave.	11738	Open Store	Open Store	GL
2744	274400	Horseheads/El mira	NY	3300 Chambers Rd	14845	Open Store	Open Store	GL
1404	140400	Massapequa	NY	800 Sunrise Mall	11758	Open Store	Open Store	GL
2741	274100	Massapequa	NY	34 Carmans Rd	11758	Open Store	Open Store	GL
1894	189400	Rochester	NY	10 Miracle Mile Dr	14623	Open Store	Open Store	GL
1081	108100	Heath	OH	771 S 30Th St	43056	Open Store	Open Store	GL
2001	200100	Piqua	OH	987 E Ash St Ste 170	45356	Open Store	Open Store	GL
1280	128000	Springdale	OH	300 E Kemper Rd	45246	Closed Store	Closed Store	GL
1073	107300	Exton	PA	222 Exton Square Mall	19341	Open Store	Open Store	GL
1714	171400	Greensburg	PA	5256 Route 30	15601	Open Store	Open Store	GL
1644	164400	Lancaster	PA	200 Park City Ctr	17601	Open Store	Open Store	GL
1654	165400	Media	PA	1067 W Baltimore Pike	19063	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1834	183400	North Wales	PA	600 Montgomery Mall	19454	Open Store	Open Store	GL
2355	235500	Hatillo(Arecibo )	PR	506 Calle Truncado	00659	Open Store	Open Store	GL
1905	190500	Hato Rey	PR	Ave F D Roosevelt	00918	Open Store	Open Store	GL
7783	778300	Hato Rey	PR	Pr #22 & Pr #18	00918	Open Store	Open Store	GL
1935	193500	Mayaguez	PR	975 Hostos Ave Ste 110	00680	Open Store	Open Store	GL
7461	746100	Clarksville	TN	2300 Madison Street	37043	Closed Store	Closed Store	GL
1386	138600	Goodlettsville	TN	1000 Rivergate Pkwy	37072	Open Store	Open Store	GL
67036	6703600	DALLAS	TX	3407 W Northwest Hwy	75220	Closed Store	Closed Store	GL
67409	6740900	LAYTON	UT	881 W Hillfield Rd	84041	Closed Store	Closed Store	GL
1274	127400	Chesterfield	VA	11500 Midlothian Tpke	23235	Open Store	Open Store	GL
2395	239500	Manassas	VA	8200 Sudley Rd	20109	Open Store	Open Store	GL
1463	146300	Burlington	VT	155 Dorest St	05403	Open Store	Open Store	GL
1129	112900	Tacoma	WA	4502 S Steele St Ste 100	98409	Closed Store	Closed Store	GL
1130	113000	Janesville	WI	2500 Milton Ave	53545	Open Store	Open Store	GL
1915	191500	Bayamon	PR	Avenida Aguas Buenas	00959	Open Store	Open Store	GL
8722	108910	Anchorage(Sur)	AK	5900 Old Seward Highway	99503	Non-retail	Active Non- Retail	Owned
8106	810600	BIRMINGHAM	AL	196 Vulcan Rd	35209	Non-retail	Active Non- Retail	Owned
8706	870603	BIRMINGHAM	AL	262 Oxmoor Court	35209	Non-retail	Active Non- Retail	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
30957	3095700	Springdale	AR	3142 West Sunset Ave	72762	Closed Store	Closed Store	Owned
68235	6823500	PHOENIX	AZ	1717 E Mcdowell Rd	85006	Non-retail	Active Non-	Owned
3699	369900	Apple Valley	CA	20777 Bear Valley Road	92308	Open Store	Open Store	Owned
7619	761903	Atascadero	CA	4180 El Camino Real	93422	Non-retail	Active Non-	Owned
4320	432003	Bellflower	CA	10400 Rosecrans	90706	Non-retail	Active Non-	Owned
4721	472103	Coalinga	CA	25 West Polk Street	93210	Non-retail	Active Non-	Owned
6233	623300	Covina	CA	710 W Arrow Hwy	91722	Closed Store	Closed Store	Owned
3998	399800	Dinubi	CA	East El Monte Way	93618	Non-retail	Active Non-	Owned
3998	399802	Dinubi	CA	East El Monte Way	93618	Non-retail	Active Non-	Owned
8038	803800	EL CAJON	CA	1406 North Johnson Ave	92020	Non-retail	Active Non-	Owned
30958	3095800	EL CENTRO	CA	1950 N IMPERIAL AVE	92243	Non-retail	Active Non-	Owned
7916	791603	Eureka	CA	4325 Broadway	95503	Non-retail	Active Non-	Owned
7916	791604	Eureka	CA	4325 Broadway	95503	Non-retail	Active Non-	Owned
3982	398203	Lemoore	CA	215 W Hanford/Armona Rd	93245	Non-retail	Active Non-	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
3842	384203	Oakdale	CA	1555 EF ST	98233	Non-retail	Active Non- -.	Owned
1068	106802	Palmdale	CA	1345 W Avenue P	93551	Non-retail	Active Non- -.	Owned
1788	178800	Richmond	CA	2300 Hilltop Mall Rd	94806	Open Store	Open Store	Owned
8098	809800	SN BERNARDINO	CA	595 S "G" St	92410	Non-retail	Active Non- -.	Owned
6858	685800	SN LUIS OBSPO	CA	1310 Roundhouse Ave	93401	Non-retail	Active Non- -.	Owned
3968	396800	Wasco	CA	2785 Highway 46	93280	Non-retail	Active Non- -.	Owned
2451	245100	Greeley	CO	2800 Greeley Mall	80631	Closed Store	Closed Store	Owned
1075	107500	Daytona Beach	FL	1700 W Intl Speedway Blvd	32114	Open Store	Open Store	Owned
1195	119503	Ft Lauderdale	FL	901 N Federal Hwy	33304	Non-retail	Active Non- -.	Owned
7435	743500	HIALEAH	FL	5890 Nw 173Rd Drive	33015	Non-retail	Active Non- -.	Owned
24025	2402500	LONGWOOD	FL	1024 FLORIDA CENTRAL PKWY	32750	Non-retail	Active Non- -.	Owned
4019	401900	MELBOURNE	FL	601 Atlantis Rd	32904	Non-retail	Active Non- -.	Owned
2135	213500	Sebring	FL	901 Us27 N Ste 130	33870	Open Store	Open Store	Owned
8035	803500	COLLEGE PARK	GA	2511 Sullivan Rd	30337	Non-retail	Active Non- -.	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1251	125100	Lithonia	GA	8020 Mall Pkwy	30038	Closed Store	Closed Store	Owned
7439	743900	Council Bluff	IA	1110 Woodbury Ave	51503	Closed Store	Closed Store	Owned
31002	3100200	MOUNTAIN	ID	2800 AMERICAN LEGIONBLVD	83647	Non-retail	Active Non-	Owned
61510	6151000	Calumet City	IL	2 River Oaks S/C	60409	Closed Store	Closed Store	Owned
26985	2698500	Chicago	IL	79th/Stoney Island	60617	Non-retail	Active Non-	Owned
30920	3092000	Chicago	IL	7050 S Pulaski	60629	Closed Store	Closed Store	Owned
61030	6103000	Chicago	IL	6153 S Western Ave	60636	Closed Store	Closed Store	Owned
26987	2698700	Chicago *	IL	6045 (or 6007) N Western Ave	60659	Non-retail	Active Non-	Owned
261	26100	Danville	IL	26 N Vermillion	61832	Non-retail	Active Non-	Owned
2632	263200	Fairview Hts	IL	317 Lincoln Hwy	62208	Open Store	Open Store	Owned
6490	649000	HOFFMAN EST	IL	5334 Sears Parkway	60192	Non-retail	Active Non-	Owned
30901	3090100	Lansing	IL	17355 Torrence Ave	60438	Closed Store	Closed Store	Owned
30927	3092700	Macomb	IL	1325 East Jackson	61455	Closed Store	Closed Store	Owned
470	47000	MANTENO	IL	8374 N 4000 EAST RD	60950	Non-retail	Active Non-	Owned
6784	678400	Matteson	IL	4605 W Lincoln Hwy	60443	Open Store	Open Store	Owned
30900	3090000	New Lenox	IL	1500 W Lincoln Hwy	60451	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
31900	3190000	Sterling	IL	2901 E Fourth St	61081	Closed Store	Closed Store	Owned
6062	606200	Tinley Park	IL	Rte 43 & Us 6	60477	Non-retail	Active Non-	Owned
26185	2618500	Clarksville	IN	1416 Blackiston Mill Rd	47129	Closed Store	Closed Store	Owned
7246	724603	Richmond	IN	3150 National Road West	47374	Non-retail	Active Non-	Owned
8171	817100	OVERLA ND PALMER	KS	9000 Nieman Road	66214	Non-retail	Active Non-	Owned
9255	925500	Palmer	MA	Wilbraham Road (Sr 20)	01069	Open Store	Open Store	Owned
6303	630300	BANGOR	ME	60 Doane St	04401	Non-retail	Active Non-	Owned
31004	3100400	CHARLOTTE	MI	1658 Lansing Rd	48813	Non-retail	Active Non-	Owned
9245	924500	Cheboygan	MI	1131 E State St	49721	Closed Store	Closed Store	Owned
30918	3091800	Jackson	MI	3001 E Mich Ave	49202	Closed Store	Closed Store	Owned
6892	689200	Taylor	MI		48180	Non-retail	Active Non-	Owned
61106	6110600	Jackson	MS	1400 Metrocenter	39209	Closed Store	Closed Store	Owned
30949	3094900	Natchez	MS	280 John R Junkin Dr	39120	Closed Store	Closed Store	Owned
3213	321300	SOUTHAVEN	MS	7457 Airways	38671	Non-retail	Active Non-	Owned
31005	3100500	ASHEBORO	NC	1330 E. DIXIE DRIVE	27356	Non-retail	Active Non-	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1475	147500	Durham	NC	6910 Fayetteville Rd Ste 400	27713	Open Store	Open Store	Owned
30961	3096100	Greensboro	NC	300 Penry Rd	27405	Non-retail	Active Non-	Owned
2374	237400	Vineland	NJ	8 W Landis Ave	08360	Closed Store	Closed Store	Owned
6133	613300	Reno	NV	West Side Of S. Virginia	89030	Non-retail	Active Non-	Owned
6298	629800	SPARKS	NV	350 Glendale Ave	89431	Non-retail	Active Non-	Owned
1353	135300	De Witt/Syracuse	NY	3649 Erie Blvd E	13214	Closed Store	Closed Store	Owned
1514	151400	Niagara Falls	NY	6929 Williams Rd	14304	Closed Store	Closed Store	Owned
8254	825400	ROCHESTER	NY	2213 Brighton Henrietta (Town Line	14623	Non-retail	Active Non-	Owned
26731	2673100	Dublin	OH	4975 Tuttle Crossing Blvd	43016	Closed Store	Closed Store	Owned
1370	137000	Eastland	OH	2765 Eastland Mall	43232	Closed Store	Closed Store	Owned
1310	131000	Elyria	OH	4900 Midway Mall	44035	Closed Store	Closed Store	Owned
2940	294000	Franklin	OH	3457 Towne Blvd	45005	Closed Store	Closed Store	Owned
3243	324303	North Canton	OH	Main Street N Canton	44720	Non-retail	Active Non-	Owned
6092	609200	North Canton	OH	Main Street N Canton	44720	Non-retail	Active Non-	Owned
1610	161000	Northgate	OH	9505 Colerain Ave	45251	Open Store	Annc'd to	Owned
26588	2658800	Salem	OH	5200 Salem Ave	45426	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
9676	967600	Streetsboro	OH	9059 State Rt #14	44241	Closed Store	Closed Store	Owned
37563	3756300	Washington	OH	1666 Columbus Ave	43160	Non-retail	Active Non-	Owned
1150	115000	Westland	OH	4411 W Broad St	43228	Closed Store	Closed Store	Owned
1261	126100	Midwest City	OK	6909 E Reno Ave	73110	Closed Store	Closed Store	Owned
1863	186300	Johnstown	PA	540 Galleria Dr	15904	Closed Store	Closed Store	Owned
31924	3192400	Moon Twp.	PA	2000 Market Blvd - parking lot	15108	Non-retail	Active Non-	Owned
9394	939400	Fajardo	PR	Eastern Reg'IS/C; State Road #3	00738	Open Store	Open Store	Owned
3853	385300	Guayama	PR	Puerto Rico Hwy 3	00784	Open Store	Open Store	Owned
6488	648800	Mayaguez	PR	Western Plaza S/C	00680	Non-retail	Active Non-	Owned
8935	893500	RIO PIEDRAS	PR	Carr #176 Km 0.5; Gpo Box 70209	00936	Non-retail	Active Non-	Owned
8975	897500	RIO PIEDRAS	PR	Road #176 Km 0.5 Cupey Bajo	00936	Non-retail	Active Non-	Owned
30941	3094100	Sioux Falls	SD	3709 East 10Th Street	57103	Closed Store	Closed Store	Owned
446	44600	MEMPHIS	TN	3456 Meyers Rd	38108	Non-retail	Active Non-	Owned
30934	3093400	Memphis	TN	3201 Austin Peay	38128	Closed Store	Closed Store	Owned
26596	2659600	Memphis/Hickory	TN	6120 Hickory Ridge Mall	38115	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
8247	824700	DICKINSON	TX	1000 West Fm 517	77539	Non-retail	Active Non-	Owned
6874	687400	HOUSTON	TX	2737 HWY 6 S	77082	Closed Store	Closed Store	Owned
8167	816700	HOUSTON	TX	525 E Little York Rd	77037	Non-retail	Active Non-	Owned
61237	6123700	HOUSTON	TX	100 Greenspoint Mall	77060	Closed Store	Closed Store	Owned
2332	233200	San Antonio	TX	8551 Wurzbach Road	56701	Open Store	Open Store	Owned
1065	106500	Glen Allen	VA	10101 Brook Rd	23059	Open Store	Open Store	Owned
26717	2671700	Newport News	VA	12263 Hornsby Lane	23602	Closed Store	Closed Store	Owned
3544	354400	Salem	VA	1355 West Main Street	24153	Closed Store	Closed Store	Owned
8345	834500	VIRGINIA	VA	102 South Witchduck Rd	23462	Non-retail	Active Non-	Owned
2299	229900	Aberdeen	WA	1219 S Boone St	98520	Open Store	Open Store	Owned
6579	657900	Spokane	WA	7005 N Division St	99207	Open Store	Open Store	Owned
31903	3190300	Fort Atkinson	WI	1309 N High St	53538	Closed Store	Closed Store	Owned
3589	358903	Cleveland	OH	14901 Lorain Ave	44111	Non-retail	Active Non-	Owned
3628	362803	Tolleson	AZ	8701 West Mc Dowell	85353	Non-retail	Active Non-	Owned
7309	730903	TEXARKANA	TX	4520 W 7TH ST	75501	Non-retail	Active Non-	Owned
31930	3193003	HIALEAH	FL	5750 NW 183RD ST	33015	Non-retail	Active Non-	Owned

B. LEASED UNENCUMBERED REAL PROPERTY NOT SUBJECT TO A VALID AND  
PERFECTED LIEN AS OF THE PETITION DATE

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
8706	870600	BIRMINGHAM	AL	262 Oxmoor Court	35209	Non-retai l	Active Non-
24002	2400200	BIRMINGHAM	AL	2194-A Parkway Lake Dr	35244	Non-retai l	Active Non-
2306	230600	Gadsden	AL	1001 Rainbow Dr	35901	Open Store	Annc'd to C1
49003	4900300	MOBILE	AL	3412 Demotropolis Rd	36693	Non-retai l	Active Non-
2126	212600	Hot Springs	AR	4501 Central Ave Ste 101	71913	Open Store	Open Store
8941	894100	LITTLE ROCK	AR	1900 W 65Th St-Ste 10	72209	Non-retai l	Active Non-
1206	120600	North Little Rock	AR	3930 Mccain Blvd	72116	Open Store	Open Store
9711	971100	Russellville	AR	2821 East Main St	72801	Open Store	Annc'd to C1
1169	116900	Chandler	AZ	3177 Chandler Village Dr	85226	Open Store	Annc'd to C1
2358	235800	Flagstaff	AZ	4800 N Us Highway 89	86004	Open Store	Annc'd to C1
1798	179800	Glendale	AZ	7780 W Arrowhead Towne Ctr	85308	Open Store	Open Store
3707	370700	Lake Havasu City	AZ	1870 Mc Cullouch Blvd	86403	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
7088	708800	MESA	AZ	952 E Baseline Rd; Ste 111	85204	Non-retai l	Active Non-
1078	107800	Mesa/East	AZ	6515 E Southern Ave	85206	Open Store	Annc'd to
1768	176800	Paradise Vly	AZ	4604 E Cactus Rd	85032	Open Store	Open Store
8778	877800	PHOENIX	AZ	844 N 44Th Ave Ste 2	85043	Non-retai l	Active Non-
24521	2452100	PHOENIX	AZ	4401 Baseline Rd; Ste 205	85042	Non-retai l	Active Non-
1708	170800	Phoenix-Desert Sky	AZ	7611 W Thomas Rd	85033	Open Store	Annc'd to
2218	221800	Prescott	AZ	3400 Gateway Blvd	86303	Open Store	Open Store
5865	586500	Scottsdale - Showroom	AZ	15500 Greenway-Hayden Loop	85260	Open Store	Open Store
2047	204700	Sierra Vista	AZ	2250 El Mercado Loop	85635	Open Store	Annc'd to
5880	588000	TEMPE	AZ	9025 S Kyrene Rd (Suites 101-105)	85284	Non-retai l	Active Non-
49028	4902800	TEMPE	AZ	8440 S Hardy Dr	85284	Non-retai l	Active Non-
8937	893700	TUCSON	AZ	807 S Euclid	85719	Non-retai l	Active Non-
49011	4901100	TUCSON	AZ	4755 S Butterfield Dr	85714	Non-retai l	Active Non-
5866	586600	Tucson (Marana) - Showroom	AZ	3850 W. Orange Grove Road	85741	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
2078	207800	Yuma	AZ	3150 S 4Th Ave	85364	Open Store	Annc'd to
36314	3631400	BANANI, DHAKA-1213	BANGLADE SH	7TH FLOOR, BOOTH WING	---	Non-retai l	Active Non-
4762	476200	Antioch	CA	3625 East 18Th Street	94509	Open Store	Annc'd to
7619	761900	Atascadero	CA	3980 El Camino Real	93422	Open Store	Open Store
9608	960800	Auburn	CA	2505 Bell Rd	95603	Open Store	Open Store
1318	131800	Bakersfield	CA	3001 Ming Ave	93304	Open Store	Annc'd to
1018	101800	Baldwin Hills	CA	3755 Santa Rosalia Dr	90008	Open Store	Open Store
8901	890100	BENICIA	CA	521 Stone Rd	94510	Non-retai l	Active Non-
7653	765300	Big Bear Lake	CA	42126 Big Bear Blvd	92315	Open Store	Open Store
7756	775600	Bishop	CA	1200 N Main St	93514	Open Store	Open Store
1008	100800	Boyle	CA	2650 E Olympic Blvd	90023	Open Store	Open Store
1638	163800	Brea	CA	100 Brea Mall	92821	Clos ed	Closed Store
1268	126800	Buena Park	CA	8150 La Palma Ave	90620	Open Store	Open Store
3834	383400	Burbank	CA	1000 San Fernando Road	91504	Open Store	Open Store
7165	716500	Camarillo	CA	940 Arneill Rd	93010	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1518	151800	Cerritos	CA	100 Los Cerritos Mall	90703	Open Store	Annc'd to
3086	308600	Chico	CA	2155 Pillsbury Rd	95926	Open Store	Open Store
1358	135800	Chula Vista	CA	565 Broadway	91910	Open Store	Open Store
1098	109800	Clovis	CA	1140 Shaw Ave	93612	Open Store	Open Store
3582	358200	Clovis	CA	1075 Shaw Ave	93612	Open Store	Annc'd to
7098	709800	Concord	CA	5100 Clayton Road	94521	Open Store	Open Store
5798	579800	Concord-McPhails Showroom	CA	2260 Commerce Ave Ste E	94520	Open Store	Open Store
1388	138800	Costa Mesa	CA	3333 Bristol St	92626	Open Store	Annc'd to
4047	404700	Costa Mesa	CA	2200 Harbor Blvd	92627	Open Store	Open Store
5382	538200	Costa Mesa	CA	3333 Bristol St.	92626	Open Store	Open Store
3945	394500	Delano	CA	912 County Line Rd	93215	Open Store	Annc'd to
1988	198800	El Centro	CA	3751 S Dogwood Ave	92243	Open Store	Annc'd to
2628	262800	Eureka	CA	3300 Broadway	95501	Open Store	Open Store
1408	140800	Florin	CA	5901 Florin Rd	95823	Open Store	Annc'd to
8963	896300	Fontana	CA	14650 Miller Ave	92336	Non-retail	Active Non-...

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1208	120800	Fresno	CA	3636 N Blackstone Ave	93726	Open Store	Open Store
8366	836600	Fresno	CA	1922 N HELM AVE	93727	Non-retail	Active Non-
8913	891300	Fresno	CA	3688 E. Central Avenue	93725	Non-retail	Active Non-
7195	719500	Goleta	CA	6865 Hollister Ave	93117	Closed	Closed Store
9746	974600	Grass Valley	CA	111 W Mc Knight Way	95949	Open Store	Open Store
2656	265600	Hanford	CA	Hanford Mall - 1545 Mall Drive	93230	Open Store	Open Store
1248	124800	Hayward	CA	660 W Winton Ave	94545	Open Store	Open Store
5689	568900	HAYWARD	CA	30803 SANTANA STREET	94544	Non-retail	Active Non-
4819	481900	Lakeport	CA	2019 South Main	95453	Open Store	Open Store
8258	825800	LAKEWOOD	CA	5436 Woodruff Ave	90713	Non-retail	Active Non-
3982	398200	Lemoore	CA	215 W Hanford/Armona Rd	93245	Open Store	Annc'd to
24510	2451000	LIVERMORE	CA	283 E Airway Blvd	94551	Non-retail	Active Non-
7225	722500	Los Angeles	CA	6310 W 3Rd Street	90036	Open Store	Annc'd to
8253	825300	MCCLELLAN	CA	4326 Forcum Ave	95652	Non-retail	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7390	739000	McKinleyville	CA	1500 Anna Sparks Way	95521	Open Store	Open Store
2298	229800	Merced	CA	1011 W Olive Ave	95348	Open Store	Annc'd to Cb
8868	886800	MILPITAS	CA	1021 Cadillac Ct	95035	Non-retail	Active Non- C1
8780	878000	Mira Loma	CA	3100 Milliken Ave	91752	Non-retail	Active Non- C1
8928	892800	MIRA LOMA(JURUPA VL)	CA	11385 Venture Dr; Bldg A	91752	Non-retail	Active Non- C1
1618	161800	Modesto	CA	100 Vintage Faire Mall	95356	Open Store	Annc'd to Cb
3345	334500	Modesto	CA	1351 E Hatch Rd	95351	Open Store	Annc'd to Cb
1748	174800	Montclair	CA	5080 Montclair Plz Ln	91763	Open Store	Open Store
1998	199800	Montebello	CA	1401 N Montebello Blvd	90640	Open Store	Annc'd to Cb
1868	186800	Moreno Vly	CA	22550 Town Cir	92553	Open Store	Open Store
1698	169800	Newark	CA	6000 Mowry Ave	94560	Closed	Closed Store
1168	116800	No Hollywood	CA	12121 Victory Blvd	91606	Open Store	Open Store
4421	442100	North Hollywood	CA	13007 Sherman Way	91605	Open Store	Open Store
1508	150800	Northridge	CA	9301 Tampa Ave	91324	Open Store	Open Store
3842	384200	Oakdale	CA	175 Maag Avenue	95361	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
3483	348300	Ontario	CA	2530 S Euclid Ave	91762	Open Store	Annc'd to
8287	828700	Ontario	CA	5600 East Airport Rd	91761	Non-retai l	Active Non-
8729	872900	ONTARIO	CA	5691 E Philadelphia; Ste 100	92337	Non-retai l	Active Non-
1968	196800	Palm Desert	CA	72-880 Hwy 111	92260	Open Store	Open Store
9551	955100	Paradise	CA	6600 Clark Road	95969	Open Store	Open Store
3501	350100	Petaluma	CA	261 N Mc Dowell Blvd	94954	Open Store	Open Store
3531	353100	Pinole	CA	1500 Fitzgerald Dr	94564	Open Store	Annc'd to
7471	747100	Placerville	CA	3968-A Missouri Flat Road	95667	Open Store	Annc'd to
1019	101900	Pleasanton	CA	1700 Stoneridge Dr	94588	Open Store	Annc'd to
3678	367800	Ramona	CA	1855 Main Street	92065	Open Store	Open Store
5668	566800	Rancho Cordova	CA	11340 WHITE ROCK ROAD	95742	Open Store	Open Store
4349	434900	Redwood City	CA	1155 Veteran'S Blvd	94063	Open Store	Open Store
1298	129800	Riverside	CA	5261 Arlington Ave	92504	Open Store	Open Store
4706	470600	Riverside	CA	375 E Alessandro Blvd	92508	Open Store	Annc'd to
7175	717500	Riverside	CA	7840 Limonite Ave	92509	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
5784	578400	ROHNERT PARK	CA	6085 State Farm Drive	94928	Non-retai l	Active Non- store
8768	876800	SACRAMENTO	CA	1200 Blumenfeld Dr	95815	Non-retai l	Active Non- store
24547	2454700	SACRAMENTO	CA	1200 Del Paso Rd; Ste 100	95834	Non-retai l	Active Non- store
1688	168800	Salinas	CA	1700 N Main St	93906	Open Store	Open Store
3412	341200	Salinas	CA	1050 North Davis Road	93907	Open Store	Open Store
1398	139800	San Bernardino	CA	100 Inland Ctr	92408	Open Store	Open Store
1478	147800	San Bruno	CA	1178 El Camino Real	94066	Open Store	Open Store
8748	874800	SAN DIEGO	CA	960 Sherman St	92110	Non-retai l	Active Non- store
24523	2452300	SAN DIEGO	CA	9586 Distribution Ave; Ste F	92121	Non-retai l	Active Non- store
62529	6252900	San Diego	CA	7655 Clairemont Mesa Blvd	92111	Clos ed	Closed Store
31882	3188200	San Diego	CA	5405 University Ave	92105	Clos ed	Closed Store
5000	500000	San Francisco	CA	310 Carolina Street	94103	Open Store	Open Store
38112	3811200	San Francisco	CA	201 Spear St	94105	Non-retai l	Active Non- store
8398	839800	SAN JOSE	CA	1202 S Sixth St	95112	Non-retai l	Active Non- store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
38734	3873400	San Jose	CA	1735 Technology Drive, Suite 600	95110	Non-retail	Active Non-
1488	148800	San Jose-Eastridge	CA	2180 Tully Rd	95122	Open Store	Open Store
30969	3096900	San Leandro	CA	250 Floresta Blvd	94578	Closed	Closed Store
5787	578700	San Rafael - McPhails Showroom	CA	530 W Francisco Blvd	94901	Open Store	Open Store
8369	836900	SANTA ANA	CA	400 W Warner Ave	92707	Non-retail	Active Non-
8808	880800	SANTA ANA	CA	500 W Warner Ave #28	92707	Non-retail	Active Non-
2138	213800	Santa Barbara	CA	3845 State St	93105	Open Store	Open Store
5764	576400	Santa Clara	CA	52 Winchester Blvd; Suite A	95050	Non-retail	Active Non-
24548	2454800	SANTA CLARITA	CA	28159 AVENUE STANFORD	91355	Non-retail	Active Non-
2308	230800	Santa Cruz	CA	4015 Capitola Rd	95062	Open Store	Annc'd to
24524	2452400	Santa Fe Springs	CA	10415 Slusher Dr	90670	Non-retail	Active Non-
2088	208800	Santa Maria	CA	200 Town Ctr E	93454	Open Store	Open Store
7639	763900	Santa Paula	CA	895 Faulkner Road	93060	Open Store	Open Store
1658	165800	Santa Rosa	CA	100 Santa Rosa Plz	95401	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
9153	915300	South Lake Tahoe	CA	1056 Emerald Bay Rd	96150	Open Store	Open Store
3076	307600	Spring Valley	CA	935 Sweetwater Rd	91977	Open Store	Annc'd to
3174	317400	Stockton	CA	2180 E Mariposa Rd	95205	Open Store	Open Store
8708	870800	STOCKTON	CA	2115 Sinclair Avenue	95215	Non-retai 1	Active Non-
8758	875800	SYLMAR	CA	14090 Balboa Blvd	91342	Non-retai 1	Active Non-
4751	475100	Tehachapi	CA	710 West Tehachapi	93561	Open Store	Open Store
1108	110800	Temecula	CA	40710 Winchester Rd	92591	Open Store	Open Store
3127	312700	Temple City	CA	5665 N Rosemead Blvd	91780	Open Store	Open Store
2059	205900	Tracy	CA	3350 Naglee Rd	95304	Open Store	Open Store
62538	6253800	TUSTIN	CA	2505 El Camino Real	92782	Clos ed	Closed Store
3018	301800	Valencia	CA	23222 W Valencia Blvd	91355	Clos ed	Closed Store
1148	114800	Ventura	CA	3295 E Main St	93003	Open Store	Open Store
68738	3685300	VERNON	CA	2700 Fruitland Ave	90058	Non-retai 1	Active Non-
68738	6873800	VERNON	CA	5525 S. Soto Street	90058	Non-retai 1	Active Non-
2829	282900	Victorville	CA	14420 Bear Valley Rd	92392	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
6628	662800	VICTORVILLE	CA	13695 Mariposa Rd	92395	Non-retai l	Active Non-
2068	206800	Visalia	CA	3501 S Mooney Blvd	93277	Open Store	Open Store
2068	206802	Visalia	CA	3501 S Mooney Blvd	93277	Non-retai l	Active Non-
9761	976100	Visalia	CA	3247 W Noble Ave	93277	Open Store	Annc'd to
1189	118900	West Covina	CA	1209 Plz Dr	91790	Open Store	Open Store
3235	323500	West Covina	CA	730 South Orange	91790	Open Store	Open Store
9489	948900	WEST HILLS	CA	8407 FALLBROOK AVE	91304	Non-retai l	Active Non-
1149	114900	Whittier	CA	15600 Whittwood Ln	90603	Open Store	Open Store
2238	223800	Yuba City	CA	1235 Colusa Ave	95991	Open Store	Open Store
1141	114100	Aurora	CO	14200 E Alameda Ave	80012	Open Store	Open Store
8290	829000	Brighton	CO	18875 Bromley Lane	80601	Non-retai l	Active Non-
1131	113100	Centennial	CO	7001 S University Blvd	80122	Open Store	Annc'd to
1221	122100	Chapel Hills	CO	1650 Briargate Blvd	80920	Open Store	Open Store
4224	3193100	Denver	CO	2150 S Monaco St Pkwy	80222	Clos ed	Closed Store
24507	2450700	DENVER	CO	12330E 46Th Ave; Unit 300	80239	Non-retai l	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
2361	236100	Grand Junction	CO	100 Mesa Mall	81505	Open Store	Annc'd to
1071	107100	Lakewood	CO	10785 W Colfax Ave	80215	Open Store	Annc'd to
7329	732900	Loveland	CO	2665 W Eisenhower	80537	Open Store	Open Store
4453	445300	Pueblo	CO	3415 N Elizabeth St	81008	Open Store	Open Store
78723	7872300	Becon Falls	CT	125 Railroad Ave	06403	Non-retail	Active Non-
1303	130300	Danbury	CT	7 Backus Ave (Ex 3 Rt 84)	06810	Open Store	Open Store
1014	101400	Enfield	CT	90 Elm St	06082	Closed	Closed Store
1134	113400	Milford	CT	1201 Boston Post RdSp 2095	06460	Open Store	Annc'd to
3495	349500	Milford	CT	589 Bridgeport Ave	06460	Open Store	Annc'd to
8743	874300	NEWINGTON	CT	65 Holmes Rd	06111	Non-retail	Active Non-
24592	2459200	ROCKY HILL	CT	51 Belamose Ave	06067	Non-retail	Active Non-
3216	321600	Vernon	CT	295 Hartford Turnpike	06066	Open Store	Open Store
1193	119300	Waterford	CT	850 Hartford Tnpk	06385	Open Store	Annc'd to
7109	710900	Watertown	CT	595 Straits Turnpike	06795	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
8723	872300	West Haven	CT	190 Frontage Rd	06516	Non-retai l	Active Non-
4807	480700	Bear	DE	301 Governor Place	19701	Open Store	Open Store
4456	445600	BRIDGEVILLE	DE	7494 Federalsburg Road	19933	Non-retai l	Active Non-
2654	265400	Dover	DE	1000 Dover Mall	19901	Clos ed	Closed Store
7725	772500	Rehoboth Beach	DE	19563 Coastal Hwy, Unit A	19971	Open Store	Open Store
3873	387300	Wilmington	DE	4700 Limestone Road	19808	Open Store	Open Store
1355	135500	Altamonte Spg	FL	451 E Altamonte Dr Ste 401	32714	Clos ed	Closed Store
24033	2403300	ALTAMONTE SPG	FL	1260 American Way#156	32714	Non-retai l	Active Non-
3317	331700	Boca Raton	FL	1401 W Palmetto Park Rd	33486	Open Store	Open Store
5958	595800	Bonita Springs Showroom	FL	27180 Bay Landing Dr	34135	Open Store	Open Store
1755	175500	Boynton Beach	FL	801 N Congress Ave	33426	Open Store	Open Store
2565	256500	Bradenton	FL	303 Us Hwy 301 Blvd W	34205	Open Store	Annc'd to
7321	732100	Bradenton	FL	7321 Manatee Ave West	34209	Open Store	Open Store
1007	100700	Brandon	FL	686 Brandon Town Center Mall	33511	Open Store	Open Store
1125	112500	Coral Gables	FL	3655 Sw 22Nd St	33145	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1715	171500	Doral(Miami)	FL	1625 Nw 107Th Ave	33172	Open Store	Annc'd to
4893	489300	Ellenton	FL	6126 Highway 301	34222	Open Store	Open Store
7067	706700	Fort Myers	FL	3853 Cleveland Ave S	33901	Closed	Closed Store
1495	149500	Ft Myers	FL	4125 Cleveland Ave Suite 88	33901	Open Store	Open Store
5863	586300	Ft Myers	FL	7916 Drew Circle	33967	Non-retai	Active Non-
8972	897200	FT MYERS	FL	10898 Metro Parkway	33966	Non-retai	Active Non-
8990	899000	FT PIERCE	FL	All South Delivery	34945	Non-retai	Active Non-
3424	342400	Gainesville	FL	900 NW 76 Boulevard	32606	Open Store	Annc'd to
1345	134500	Hialeah/Westland	FL	1625 W 49Th St	33012	Open Store	Open Store
3818	381800	Hollywood	FL	3800 Oakwood Blvd	33020	Open Store	Open Store
425	42500	JACKSONVILLE	FL	10512 Busch Dr N	32218	Non-retai	Active Non-
7979	797900	JACKSONVILLE	FL	3555-1 St Johns Bluff Road S	32224	Non-retai	Active Non-
2315	231500	Jensen Bch(Stuart)	FL	3342 Nw Federal HwyUs 1	34957	Open Store	Open Store
9614	961400	Key Largo	FL	101399 Overseas Highway	33037	Open Store	Open Store
2215	221500	Key West	FL	3200 N Roosevelt Blvd	33040	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
4725	472500	Key West	FL	2928 North Roosevelt Blvd	33040	Open Store	Open Store
49012	4901200	LAKE MARY	FL	3200 Lake Emma Rd; Suite 1020	32746	Non-retail	Active Non-
1955	195500	Lakeland	FL	3800 Us Highway 98 N Ste 500	33809	Open Store	Annc'd to
3269	326900	Lantana	FL	1201 S Dixie	33462	Open Store	Open Store
2745	274500	Leesburg	FL	10401 Us Highway 441 Ste 2002	34788	Open Store	Open Store
9224	922400	Marathon	FL	5561 Overseas Hwy	33050	Open Store	Open Store
2245	224500	Melbourne	FL	1050 S Babcock St	32901	Open Store	Annc'd to
3074	307400	Miami	FL	14091 S W88Th St	33186	Open Store	Open Store
3793	379300	Miami	FL	12350 Sw 8Th Street	33184	Open Store	Annc'd to
4728	472800	Miami	FL	3825 7Th Street North W	33126	Open Store	Open Store
8065	806500	MIAMI	FL	3301 Nw 107Th Ave	33178	Non-retail	Active Non-
5991	599100	Miami - Showroom	FL	6300 S Dixie Hwy	33143	Open Store	Open Store
1365	136500	Miami/Cutler Rdg	FL	20701 Sw 112Th Ave	33189	Open Store	Open Store
2056	205600	Mry Est/Ft WItn Bch	FL	300 Mary Esther Blvd	32569	Open Store	Annc'd to
2695	269500	Naples	FL	2000 9Th StN	34102	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
5237	523700	Oakland Park	FL	3484 NE 12th Ave	33334	Open Store	Open Store
1006	100600	Ocala	FL	3100 Sw College Rd Ste 300	34474	Open Store	Annc'd to
8864	886400	OCALA	FL	5041 W Silver Springs Blvd	34482	Non-retai l	Active Non-
2805	280500	Panama City	FL	733 N Highway 231	32405	Open Store	Annc'd to
1775	177500	Pembroke Pines	FL	12055 Pines Blvd	33026	Open Store	Open Store
31918	3191800	Pembroke Pines	FL	10501 Pines Blvd	33026	Clos ed	Closed Store
8066	806600	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retai l	Active Non-
8957	895700	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retai l	Active Non-
24019	2401900	PENSACOLA	FL	8761 Ely Rd; Unit B	32514	Non-retai l	Active Non-
1205	120500	Pompano Beach	FL	2251 N Federal Hwy	33062	Open Store	Annc'd to
5962	596200	Pompano Beach -Showroom	FL	1742 W. Atlantic Blvd	33069	Open Store	Open Store
2145	214500	Port Charlotte	FL	1441 Tamiami Trl	33948	Open Store	Open Store
5976	597600	Sarasota	FL	5670 Fruitville Rd	34232	Open Store	Open Store
4355	435500	St. Petersburg	FL	4501 66Th Street N	33709	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Prop erty	Status
8815	881500	SUNRISE	FL	900 International Parkway	33323	Non-retai l	Active Non-
8895	889500	TAMPA	FL	8640 Elm Fair Blvd	33610	Non-retai l	Active Non-
24023	2402300	TAMPA	FL	4713 Oak Fair Blvd	33610	Non-retai l	Active Non-
1745	174500	Tampa/Westshore	FL	347 Westshore Plz	33609	Open Store	Open Store
1465	146500	Tampa-University	FL	2266 University Square Mall	33612	Open Store	Annc'd to
1066	106600	The Avenues	FL	10302 Southside Blvd	32256	Open Store	Open Store
7294	729400	Vero Beach	FL	1501 U S 1	32960	Open Store	Open Store
5959	595900	West Palm Bch - Showroom	FL	400 Northpoint Pkwy Ste403	33407	Open Store	Open Store
5185	518500	Winter Park	FL	500 S. Park Avenue	32789	Open Store	Open Store
8825	882500	WINTER PARK	FL	3825 Forsyth Rd	32792	Non-retai l	Active Non-
1385	138500	Atlanta	GA	1500 Cumberland Mall Se	30339	Open Store	Annc'd to
4931	493100	AUGUSTA	GA	2417 Regency Blvd Ste 6	30906	Non-retai l	Active Non-
3713	371300	Covington	GA	6239 Turner Lake Road	30014	Open Store	Annc'd to
2505	250500	Gainesville	GA	150 Pearl Nix Pkwy	30501	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
24018	2401800	NORCROSS	GA	1650 International Court, Unit 200	30093	Non-retail	Active Non-
3978	397800	Peachtree City	GA	400 Crosstown Road	30269	Open Store	Annc'd to C
8872	887200	PENDERGRASS	GA	580 Raco Parkway	30575	Non-retail	Active Non-
1305	130500	Savannah	GA	7810 Abercorn St	31406	Open Store	Annc'd to C
8902	890200	SAVANNAH	GA	3 Patton Rd; Ste 150 Bldg G	31405	Non-retail	Active Non-
1578	157800	Aiea Oahu-Pearl Rdg	HI	98-180 Kamehameha Hwy	96701	Open Store	Open Store
2388	238800	Hilo(Sur)	HI	111 E Puainako St	96720	Open Store	Open Store
2388	238802	Hilo(Sur)	HI	111 E Puainako St	96720	Non-retail	Active Non-
1681	168100	Honolulu	HI	1505 Kapiolani Blvd	96815	Open Store	Open Store
6248	624800	KAHULUI	HI	142 Alamaha St	96732	Non-retail	Active Non-
36318	3631800	KOWLOON	HK	8 ARGYLE STREET	---	Non-retail	Active Non-
36318	3631803	KOWLOON	HK	8 ARGYLE STREET	---	Non-retail	Active Non-
36318	3631804	Shanghai	HK	Unit 01-11, Floor 7, Plaza 336	---	Non-retail	Active Non-
9220	922000	Algona	IA	1501 Hwy 169 N	50511	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7767	776700	Charles City	IA	1405 South Grand	50616	Open Store	Open Store
9222	922200	Cherokee	IA	1111 N 2Nd	51012	Open Store	Annc'd to
3447	344700	Clive	IA	10331 University Ave	50325	Closed	Closed Store
3097	309700	Council Bluffs	IA	2803 E Kanesville Blvd	51503	Open Store	Annc'd to
45113	4511300	DES MOINES	IA	1605 NE 58TH AVE	64150	Non-retail	Active Non-
2422	242200	Sioux City	IA	4480 Sergeant Rd	51106	Open Store	Open Store
1072	107200	Waterloo	IA	2060 Crossroads Blvd	50702	Closed	Closed Store
9309	930900	Webster City	IA	2307 Superior	50595	Open Store	Annc'd to
1229	122900	Boise	ID	460 N Milwaukee St	83704	Open Store	Annc'd to
8711	871100	BOISE	ID	7095 Bethel Street	83704	Non-retail	Active Non-
2278	227800	Idaho Falls	ID	2300 E 17Th St	83404	Open Store	Open Store
7033	703300	Lewiston	ID	1815-21St St	83501	Open Store	Open Store
7006	700600	Twin Falls	ID	2258 Addison Ave East	83301	Open Store	Open Store
7951	795100	AURORA	IL	4020 Fox Valley Center Dr	60504	Non-retail	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
2840	284000	Bloomington	IL	1631 E Empire St	61701	Open Store	Annc'd to
8844	884400	BLOOMINGTON	IL	3 Quest Dirve Units301-302	61704	Non-retai 1	Active Non-
4381	438100	Bridgeview	IL	7325 W 79Th Street	60455	Open Store	Open Store
8350	835000	Bridgeview	IL	7310 W 87TH ST	60455	Non-retai 1	Active Non-
25009	2500900	Bridgeview	IL	10004 S 76 Ave - Unit C	60455	Non-retai 1	Active Non-
25008	2500800	BUFFALO GROVE	IL	1005 Commerce Ct	60089	Non-retai 1	Active Non-
3371	337100	Chicago	IL	3443 W Addison	60618	Open Store	Open Store
37914	3791400	Chicago	IL	2 N State St	60602	Non-retai 1	Active Non-
4214	421400	Des Plaines	IL	1155 Oakton St	60018	Open Store	Open Store
36950	3695000	ELGIN	IL	2428-2432 Bath Road	60124	Non-retai 1	Active Non-
8555	855500	Elk Grove Village	IL	1500 Higgins Rd	60007	Non-retai 1	Active Non-
24509	2450900	ELK GROVE VLG	IL	1370 E Higgins Rd; Unit B	60007	Non-retai 1	Active Non-
8730	873000	GRANITE CITY	IL	117 Industrial Dr	62040	Non-retai 1	Active Non-
45114	4511400	GRANITE CITY	IL	117 INDUSTRIAL DR	62040	Non-retai 1	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1740	174000	Joliet	IL	3340 Mall Loop Dr	60431	Open Store	Annc'd to
440	44000	MANTENO	IL	1600 N Boudreau Rd	60950	Non-retai l	Active Non-
8720	872000	MELROSE PARK	IL	2065 George St	60160	Non-retai l	Active Non-
24544	2454400	MOKENA	IL	8901 W 192Nd Street; Ste C	60448	Non-retai l	Active Non-
4297	429700	Moline	IL	5000 23Rd Ave	61265	Open Store	Annc'd to
1212	121200	N Riverside	IL	7503 W Cermak Rd	60546	Open Store	Open Store
8262	826200	NAPERVILLE	IL	1835 Ferry Rd	60563	Non-retai l	Active Non-
1290	129000	Niles	IL	400 Golf Mill Ctr	60714	Open Store	Annc'd to
9348	934800	Norridge	IL	4210 N Harlem Ave	60706	Open Store	Annc'd to
1300	130000	Oakbrook	IL	2 Oakbrook Ctr	60523	Open Store	Open Store
4433	443300	Quincy	IL	3701 Broadway St	62301	Open Store	Annc'd to
2990	299000	Rockford-Cherryvale	IL	7200 Harrison Ave	61112	Open Store	Open Store
8871	887100	ROMEOVILLE	IL	1701 W Normantown Road	60446	Non-retai l	Active Non-
8934	893400	ROMEOVILLE	IL	1801 W. Normantown Road	60446	Non-retai l	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7289	728900	Steger	IL	3231 Chicago Rd	60475	Open Store	Annc'd to
9124	912400	Elwood	IN	1519 State Road 37 S	46036	Open Store	Open Store
8017	801700	EVANSVILLE	IN	333 N Plaza East Blvd	47715	Non-retai 1	Active Non-
8013	801300	FORT WAYNE	IN	6420 Wilson Dr	46806	Non-retai 1	Active Non-
1830	183000	Ft Wayne	IN	4201 Coldwater Rd	46805	Open Store	Annc'd to
1470	147000	Greenwood	IN	1251 Us Highway 31 N	46142	Open Store	Annc'd to
9354	935400	Griffith	IN	430 W Ridge Rd	46319	Open Store	Annc'd to
8750	875000	INDIANAPOLIS	IN	5160 W 81St St - West Dock	46268	Non-retai 1	Active Non-
3823	382300	Jasper	IN	723 3Rd Ave	47546	Open Store	Annc'd to
7243	724300	Kokomo	IN	705 North Dixon	46901	Open Store	Open Store
9030	903000	Peru	IN	11 Sherwood Square	46970	Open Store	Open Store
7246	724600	Richmond	IN	3150 National Road West	47374	Open Store	Open Store
8014	801400	SOUTH BEND	IN	630 East Bronson Street	46601	Non-retai 1	Active Non-
2600	260000	Terre Haute	IN	3401 S Us Highway 41	47802	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
9122	912200	Warsaw	IN	3350 U S 30 East	46580	Open Store	Open Store
4215	421500	Kansas City	KS	7836 State Ave	66112	Open Store	Annc'd to
8273	827300	Lawrence	KS	2400 Kresge Rd	66049	Non-retail	Active Non-
24512	2451200	LENEXA	KS	8246 Neiman Rd Bldg 1	66214	Non-retail	Active Non-
8420	842000	OLATHE	KS	14804 117TH STREET	66062	Non-retail	Active Non-
7169	716900	Salina	KS	400 South Broadway	67401	Open Store	Annc'd to
8081	808100	WICHITA	KS	2940 S Minneapolis Ave	67216	Non-retail	Active Non-
2546	254600	Bowling Green	KY	2625 Scottsville Rd	42104	Open Store	Annc'd to
3029	302900	Erlanger	KY	3071 Dixie Hwy	41018	Open Store	Open Store
7229	722900	Grayson	KY	600 C W Stevens Blvd	41143	Open Store	Annc'd to
8920	892000	LOUISVILLE	KY	3509 Bashford Ave	40218	Non-retail	Active Non-
24015	2401500	LOUISVILLE	KY	12900 Fenwick CenterDr; Ste B	40223	Non-retail	Active Non-
1790	179000	Louisville-Okolona	KY	4807 Outer Loop	40219	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
3941	394100	Russell Springs	KY	Northridge S/C Us Hwy 127	42642	Open Store	Annc'd to
7255	725500	Somerset	KY	411 Russell Dyche Hwy	42501	Open Store	Open Store
8896	889600	GONZALES	LA	810 Hwy 30 West; Suite F	70737	Non-retai 1	Active Non-
2016	201600	Hammond	LA	2000 Sw Railroad Ave	70403	Open Store	Annc'd to
8736	873600	HARAHAN	LA	624 Elmwood Pkwy	70123	Non-retai 1	Active Non-
1336	133600	Lake Charles	LA	640 W Prien Lake Rd	70601	Clos ed	Closed Store
1226	122600	Metairie	LA	4400 Veterans Mem Blvd	70006	Open Store	Open Store
4810	481000	Metairie	LA	2940 Veterans Blvd	70002	Open Store	Open Store
7223	722300	Metairie	LA	7000 Veterans Memorial	70003	Open Store	Annc'd to
24564	2456403	ST ROSE	LA	110 Widgeon Dr; Ste 190	70087	Non-retai 1	Active Non-
7104	710400	Acton	MA	252 Main St	01720	Open Store	Open Store
1213	121300	Auburn	MA	385 Southbridge St	01501	Open Store	Open Store
3288	328800	Billerica	MA	484 Boston Rd	01821	Open Store	Open Store
4407	440700	Brockton	MA	2001 Main Street	02301	Open Store	Open Store
1343	134300	Cambridge	MA	100 Cambridgeside Pl	02141	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
4444	444400	Fitchburg	MA	140 Whalon St	01420	Closed Store	
1243	124300	Hanover	MA	1775 Washington St	02339	Open Store	Open Store
1273	127300	Holyoke	MA	50 Holyoke St	01040	Open Store	Annc'd to
2323	232300	Hyannis	MA	793 Lyannough Road Rte 132	02601	Open Store	Annc'd to
3040	304000	Hyannis	MA	768 Iyanough Rd	02601	Open Store	Open Store
1133	113300	Leominster	MA	100 Commercial Rd	01453	Open Store	Open Store
1403	140300	Natick	MA	1235 Worcester Rd &	01760	Open Store	Annc'd to
2373	237300	No Dartmouth	MA	100 N Dartmouth Mall	02747	Open Store	Open Store
1053	105300	Saugus	MA	1325 Broadway	01906	Open Store	Open Store
3486	348600	Somerville	MA	77 Middlesex Ave	02145	Open Store	Open Store
9692	969200	Webster	MA	Route 12	01570	Open Store	Open Store
8851	885100	WESTWOOD	MA	349 University Ave	02090	Non-retail	Active Non-
1725	172500	Annapolis	MD	1040 Annapolis Mall	21401	Open Store	Open Store
3256	325600	Baltimore	MD	8980 Waltham Woods Rd	21234	Open Store	Open Store
24504	2450400	BALTIMORE	MD	2700 Lord Baltimore Dr; Ste 140	21244	Non-retail	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
2823	282300	Baltimore/E Pt	MD	7885 Eastern Blvd	21224	Closed Store	
1424	142400	Bethesda	MD	7103 Democracy Blvd	20817	Open Store	Open Store
2034	203400	Bowie	MD	15700 Emerald Way	20716	Open Store	Annc'd to
1844	184400	Columbia	MD	10300 Little Patuxent Pkwy	21044	Open Store	Annc'd to
8814	881400	COLUMBIA	MD	8700 Robert Fulton Drive	21046	Non-retail	Active Non-
2774	277400	Cumberland	MD	1262 Vocke Rd	21502	Open Store	Open Store
7713	771300	Edgewater	MD	3207 Solomons Island Rd	21037	Open Store	Open Store
2664	266400	Frederick	MD	5500 Buckeystown Pike	21703	Open Store	Open Store
3131	313100	Frederick	MD	1003 W Patrick St	21702	Open Store	Open Store
1754	175400	Gaithersburg	MD	701 Russell Ave	20877	Open Store	Open Store
3172	317200	Hagerstown	MD	1713 Massey Blvd	21740	Open Store	Open Store
3798	379800	Hyattsville	MD	6411 Riggs Road	20783	Open Store	Open Store
9277	927700	ODENTON	MD	1781 Crossroads Dr	21113	Non-retail	Active Non-
3654	365400	Oxon Hill	MD	6163 Oxon Hill Road	20745	Open Store	Annc'd to
3807	380700	Prince Frederick	MD	835 Solomons Island Rd N	20678	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1773	177300	Salisbury	MD	2306 N Salisbury Blvd	21801	Open Store	Open Store
4399	439900	Silver Spring	MD	14014 Connecticut Ave	20906	Open Store	Open Store
7673	767300	Stevensville	MD	200 Kent Landing	21666	Open Store	Open Store
2963	296300	Westminster	MD	400 N Center St	21157	Open Store	Annc'd to
3021	302100	Auburn	ME	603 Center St	04210	Open Store	Open Store
7133	713300	Augusta	ME	58 Western Avenue	04330	Open Store	Open Store
2203	220300	Brunswick	ME	8 Gurnet Rd	04011	Open Store	Open Store
9521	952100	Madawaska	ME	417 Main Street	04756	Open Store	Annc'd to
2183	218302	So Portland	ME	400 Maine Mall Rd	04106	Non-retail	Active Non-
3380	338000	Waterville	ME	18 Elm Plaza	04901	Open Store	Open Store
1390	139000	Ann Arbor	MI	900 Briarwood Cir	48108	Open Store	Annc'd to
3155	315500	Belleville	MI	2095 Rawsonville Rd	48111	Open Store	Open Store
3820	382000	Charlevoix	MI	06600 M-66 North	49720	Open Store	Annc'd to
9557	955700	Grayling	MI	2425 S Grayling	49738	Open Store	Open Store
3819	381900	Hastings	MI	802 West State Street	49058	Open Store	Open Store
2050	205000	Jackson	MI	1250 Jackson XingI-94	49202	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
3308	330800	Lake Orion	MI	1025 M-24	48360	Open Store	Annc'd to
1170	117000	Lansing	MI	3131 E Michigan Ave	48912	Open Store	Open Store
1250	125000	Lincoln Park	MI	2100 Southfield Rd	48146	Open Store	Annc'd to
8830	883000	LIVONIA	MI	12001 Sears Ave	48150	Non-retail	Active Non-
3841	384100	Marshall	MI	15861 Michigan Avenue	49068	Open Store	Open Store
7068	706800	Midland	MI	1820 S Saginaw Rd	48640	Open Store	Open Store
9593	959300	Oscoda	MI	5719 N US 23	48750	Open Store	Open Store
6232	623200	Roseville	MI	32123 Gratiot Ave	48066	Open Store	Open Store
8982	898200	SAGINAW	MI	3202 W. Sawyer Drive	48601	Non-retail	Active Non-
1490	149000	Troy	MI	300 W 14 Mile Rd	48083	Closed	Closed Store
3379	337900	Waterford Twp.	MI	5100 Dixie Hwy	48329	Open Store	Open Store
8949	894900	WAYLAND	MI	1172 147Th Street	49348	Non-retail	Active Non-
24651	2465100	Wixom	MI	46985 Enterprise Ct	48393	Non-retail	Active Non-
8134	813400	WYOMING	MI	3455 Byron Center SW	49519	Non-retail	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
8162	816200	Eden Prairie	MN	7615 Golden Triangle Dr	55344	Non-retail	Active Non- C
9689	968900	International Falls	MN	1606 Hwy 11-71	56649	Open Store	Open Store
1112	111200	Minnetonka	MN	12431 Wayzata Blvd	55305	Open Store	Annc'd to C
4351	435100	Rochester	MN	201 Ninth St S E	55904	Open Store	Open Store
1052	105200	St Paul	MN	425 Rice St	55103	Open Store	Annc'd to C
3059	305900	St. Paul	MN	245 E Maryland Ave	55117	Open Store	Open Store
24546	2454600	BRIDGETON	MO	12930 Hollenberg Dr	63044	Non-retail	Active Non- C
7021	702100	Cape Girardeau	MO	11 South Kings Hwy 61	63703	Open Store	Annc'd to C
9353	935300	Crystal City	MO	155 Twin City Mall	63019	Open Store	Open Store
7323	732300	FENTON	MO	639 Gravois Bluffs Blvd; Ste B	63026	Non-retail	Active Non- C
4304	430400	Florissant	MO	1 Flower Valley Shp Ctr	63033	Open Store	Annc'd to C
1042	104202	Joplin	MO	101 N Rangeline Rd	64801	Non-retail	Active Non- C
7324	732400	O'Fallon	MO	20 O'Fallon Square	63366	Closed	Closed Store
8701	870100	RIVERSIDE	MO	761 Nw Parkway	64150	Non-retail	Active Non- C

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
4026	402600	St. Joseph	MO	2901-5 N Belt Hwy	64506	Open Store	Annc'd to
2939	293900	Biloxi	MS	2600 Beach Rd	39531	Open Store	Open Store
7719	771900	Columbus	MS	2308 Highway 45 N	39701	Open Store	Annc'd to
9520	952000	Gulfport	MS	12057-A Highway 49	39503	Open Store	Open Store
88776	8877600	Olive Branch	MS	10425 Ridgewood Dr	38654	Non-retail	Active Non-
2106	210600	Tupelo	MS	1001 Barnes Crossing Rd	38804	Open Store	Open Store
9808	980800	Hamilton	MT	1235 North First Street	59840	Open Store	Open Store
4814	481400	Havre	MT	3180 Highway 2 West	59501	Closed	Closed Store
7030	703000	Kalispell	MT	2024 Us Hwy 2 E	59901	Open Store	Open Store
3886	388600	Asheville	NC	980 Brevard Road	28806	Open Store	Open Store
4112	411200	Asheville	NC	1001 Patton Ave	28806	Open Store	Annc'd to
2105	210500	Burlington	NC	100 Colonial Mall	27215	Open Store	Open Store
8319	831900	Charlotte	NC	9801 A Southern Pine Blvd	28273	Non-retail	Active Non-
8822	882200	CHARLOTTE	NC	4800 A Sirus Ln	28208	Non-retail	Active Non-
24005	2400500	CHARLOTTE	NC	8301 Arrowridge Blvd; Suite A	28273	Non-retail	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7208	720800	Clemmons	NC	2455 Lewisville-Clemon	27012	Open Store	Open Store
1045	104500	Durham-Northgate	NC	1620 Guess Rd	27701	Open Store	Open Store
1405	140500	Fayetteville	NC	400 Cross Creek Mall	28303	Open Store	Annc'd to
2225	222500	Goldsboro	NC	703 N Berkeley Blvd	27534	Open Store	Annc'd to
8704	870400	GREENSBORO	NC	651A Brigham Rd	27409	Non-retai l	Active Non-
24608	2460800	GREENSBORO	NC	4523 Green Point Drive	27410	Non-retai l	Active Non-
30961	3096103	GREENSBORO	NC	300 PENRY RD	27405	Non-retai l	Active Non-
2755	275500	Jacksonville	NC	344 Jacksonville Mall	28546	Open Store	Open Store
9619	961900	Morehead City	NC	4841 Arendell St	28557	Open Store	Open Store
9549	954900	Morganton	NC	110-112 Bost Rd	28655	Open Store	Open Store
1646	164600	Pineville	NC	11033 Carolina Place Pkwy	28134	Open Store	Annc'd to
3667	366700	Raleigh	NC	8701 Six Forks Road	27615	Open Store	Open Store
4450	445000	Raleigh	NC	4500 Western Blvd	27606	Open Store	Annc'd to
7385	738500	RALEIGH	NC	819 E Six Forks Rd	27609	Non-retai l	Active Non-

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1805	180500	Raleigh (Crabtree)	NC	4601 Glenwood Ave Unit 1	27612	Open Store	Annc'd to
3808	380800	Statesville	NC	1530 East Broad Street	28625	Open Store	Annc'd to
7626	762600	Waynesville	NC	1300 Dellwood Road	28786	Open Store	Open Store
3116	311600	Wilmington	NC	815 S College Rd	28403	Closed	Closed Store
1375	137500	Winston Salem	NC	3320 Silas Creek Pkwy	27103	Open Store	Open Store
4272	427200	Bismarck	ND	2625 State St	58503	Open Store	Open Store
4057	405700	Fargo	ND	2301 S University Dr	58103	Open Store	Open Store
4022	402200	Grand Forks	ND	1900 S Washington St	58201	Open Store	Open Store
4353	435300	Minot	ND	1-20Th Ave S E	58701	Open Store	Open Store
9319	931900	Alliance	NE	1515 W 3Rd	69301	Open Store	Open Store
2421	242100	Grand Island	NE	175 Conestoga Mall	68803	Open Store	Open Store
2023	202300	Concord	NH	270 Loudon Rd	03301	Open Store	Open Store
3175	317500	Hooksett	NH	1267 Hooksett Rd	03106	Open Store	Open Store
8703	870300	Kingston	NH	266 Route 125	03848	Non-retail	Active Non-
2443	244300	Manchester	NH	1500 S Willow St	03103	Open Store	Annc'd to
1313	131300	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1313	131302	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060	Non-retail	Active Non-
2663	266300	Portsmouth	NH	50 Fox Run Rd Ste 74	03801	Open Store	Annc'd to C
1003	100300	Salem	NH	77 Rockingham Park Blvd	03079	Open Store	Annc'd to C
4448	444800	Salem	NH	161 S Broadway	03079	Open Store	Open Store
7048	704800	West Lebanon	NH	200 S Main	03784	Open Store	Open Store
3438	343800	Avenel	NJ	1550 St George Ave	07001	Open Store	Open Store
7177	717700	Belleville	NJ	371-411 Main Street	07109	Open Store	Open Store
1464	146400	Deptford	NJ	1750 Deptford Cener Rd	08096	Open Store	Annc'd to C
24603	2460300	EAST HANOVER	NJ	50 Williams Parkway	07936	Non-retail	Active Non-
1204	120400	Freehold	NJ	3710 US Hwy 9 Ste 1100	07728	Open Store	Open Store
3393	339300	Glassboro	NJ	779 Delsea Dr N	08028	Open Store	Annc'd to C
3499	349900	Kearny	NJ	200 Passaic Ave	07032	Open Store	Open Store
9395	939500	Lawnside	NJ	200 White Horse Pike	08045	Closed	Closed Store
1574	157400	Middletown	NJ	1500 Highway 35	07748	Open Store	Annc'd to C

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
24649	2464900	MOORESTOWN	NJ	41 TWISOME DR	08057	Non-retai l	Active Non-
78714	7871400	Secaucus	NJ	1000 New County Road	07094	Non-retai l	Active Non-
8835	883500	SWEDESBORO	NJ	2100 Center Square Road, Suite 125 (Bldg. K)	08085	Non-retai l	Active Non-
3071	307100	Toms River	NJ	213 Highway 37 E	08753	Open Store	Open Store
4478	447800	Trenton	NJ	1061 Whitehorse-Mercervil	08610	Open Store	Open Store
7602	760200	Wall	NJ	1825 Highway 35	07719	Open Store	Open Store
8380	838000	WALL TOWNSHIP	NJ	1324 Wyckoff Road	07753	Non-retai l	Active Non-
1434	143400	Wayne	NJ	50 Route 46	07470	Open Store	Open Store
3056	305600	Wayne	NJ	1020 Hamburg Turnpike	07470	Open Store	Open Store
4470	447000	West Long Branch	NJ	108 Monmouth Rd	07764	Open Store	Open Store
9413	941300	West Orange	NJ	235 Prospect Ave	07052	Open Store	Open Store
3202	320200	Westwood	NJ	700 Broadway	07675	Open Store	Open Store
8905	890500	Albuquerque	NM	5921 Midway Park Blvd NE	87109	Non-retai l	Active Non-
1287	128700	Coronado	NM	6600 Menaul Blvd Ne Ste 700	87110	Open Store	Annc'd to
2597	259700	Farmington	NM	4601 E Main St	87402	Open Store	Open Store
7035	703500	Farmington	NM	3000 East Main St	87402	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7016	701600	Hobbs	NM	2220 North Grimes St	88240	Open Store	Open Store
2527	252700	Las Cruces	NM	700 S Telshor Blvd	88011	Open Store	Open Store
3301	330100	Santa Fe	NM	1712 St Michael'S Dr	87505	Open Store	Open Store
3592	359200	Las Vegas	NV	5051 E Bonanza Rd	89110	Open Store	Open Store
8970	897000	LAS VEGAS	NV	4320 N Lamb Blvd; Bldg 1 Ste 500	89115	Non-retai 1	Active Non- -
5864	586400	Las Vegas - Showroom	NV	7370 S Dean Martin Drive Suite 401	89139	Open Store	Open Store
1328	132800	Las Vegas(Blvd)	NV	3450 S Maryland Pkwy	89109	Open Store	Open Store
1668	166800	Las Vegas(Meadows)	NV	4000 Meadow Ln	89107	Open Store	Open Store
5779	577900	Reno - McPhails Showroom	NV	7525 Colbert Dr Ste 108	89511	Open Store	Open Store
30960	3096000	SPARKS	NV	1750 FRANKLIN WAY	89431	Non-retai 1	Active Non- -
4741	474100	Batavia	NY	8363 Lewiston Road	14020	Open Store	Annc'd to -
9589	958900	Bath	NY	Plaza 15Route 415	14810	Open Store	Open Store
9423	942300	Bridgehampton	NY	2044 Montauk Hwy	11932	Open Store	Open Store
9420	942000	Bronx	NY	1998 Bruckner Blvd	10473	Open Store	Open Store
3415	341500	Buffalo	NY	1001 Hertel Avenue	14216	Open Store	Open Store
1984	198400	Buffalo/Hamburg	NY	S 3701 Mckinley Pkwy	14219	Open Store	Open Store
8854	885400	CHEEKTOWAGA	NY	60 Industrial Parkway	14227	Non-retai 1	Active Non- -

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1623	162300	Clay	NY	4155 State Rt 31	13041	Closed Store	
2453	245300	Glens Falls	NY	Aviation Rd	12804	Open Store	Annc'd to
9274	927400	Greenwich	NY	West Main St R D #1	12834	Open Store	Open Store
7065	706500	Horseheads	NY	1020 Center Street	14845	Open Store	Open Store
9381	938100	Huntington	NY	839 New York Ave	11743	Open Store	Open Store
2584	258400	Lakewood	NY	Rt 394 & Hunt Blvd	14750	Open Store	Annc'd to
9415	941500	Mahopac	NY	987 Route 6	10541	Open Store	Annc'd to
4034	403400	Mattydale	NY	2803 Brewerton Rd	13211	Open Store	Open Store
24601	2460100	MELVILLE	NY	35 Melville Park Rd	11747	Non-retail	Active Non-
8959	895900	MENANDS	NY	279 Broadway	12204	Non-retail	Active Non-
1414	141400	Nanuet	NY	75 W Route 59 Ste 100	10954	Open Store	Annc'd to
2933	293300	New Hyde Park	NY	1400 Union Tpke	11040	Open Store	Annc'd to
24593	2459300	NEW ROCHELLE	NY	5 Plain Ave	10801	Non-retail	Active Non-
7749	774900	New York	NY	250 W 34Th St	10119	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7777	777700	New York	NY	770 Broadway	10003	Open Store	Open Store
2593	259300	Newburgh	NY	1401 Route 300	12550	Open Store	Open Store
4123	412300	Niagara Falls	NY	2590 Military Rd	14304	Open Store	Annc'd to
4868	486800	Riverhead	NY	605 Old Country Rd	11901	Open Store	Annc'd to
8102	810200	ROCHESTER	NY	100 Mushroom Blvd	14623	Non-retail	Active Non-
2173	217300	Saratoga	NY	3065 Route 50	12866	Open Store	Open Store
3600	360000	Schenectady	NY	93 West Campbell Rd	12306	Open Store	Annc'd to
7676	767600	Sidney	NY	171 Delaware Ave	13838	Open Store	Open Store
1624	162400	Staten Island	NY	283 Platinum Ave	10314	Open Store	Open Store
8753	875300	SYOSSET	NY	225 Robbins Lane	11791	Non-retail	Active Non-
1584	158400	Victor	NY	200 Eastview Mall	14564	Open Store	Annc'd to
2683	268300	Watertown	NY	I-81 & Arsenal Rt 3	13601	Open Store	Open Store
7677	767700	Wellsville	NY	121 Bolivar Rd	14895	Open Store	Open Store
9392	939200	West Seneca	NY	349 Orchard Park Rd	14224	Open Store	Annc'd to
1674	167400	White Plains	NY	100 Main St	10601	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
9416	941600	White Plains	NY	399 Tarrytown Rd	10607	Open Store	Open Store
1733	173300	Yonkers	NY	Rte 87(Ny St)& Cross Ct Pkwy	10704	Open Store	Open Store
9414	941400	Yorktown Heights	NY	Rte 118, 355 Downing Dr	10598	Open Store	Open Store
1944	194400	Yorktown Hts	NY	600 Lee Blvd	10598	Open Store	Annc'd to
7383	738300	Barberton	OH	241 Wooster Rd North	44203	Open Store	Open Store
3286	328600	Brunswick	OH	3301 Center Rd	44212	Open Store	Open Store
1410	141000	Canton	OH	4100 Belden Village Mall	44718	Open Store	Open Store
4937	493700	Chillicothe	OH	1470 North Bridge Street	45601	Open Store	Annc'd to
1810	181000	Cincinnati-Eastgate	OH	4595 Eastgate Blvd	45245	Open Store	Open Store
3013	301300	Cleveland	OH	7701 Broadview Road	44131	Open Store	Open Store
8790	879000	CLEVELAND	OH	4620 Hickley Industrial Pkwy	44109	Non-retail	Active Non-
8712	871200	COLUMBUS	OH	1621 Georgesville Rd	43228	Non-retail	Active Non-
8862	886200	COLUMBUS	OH	5330 Crosswind Dr; Ste A	43228	Non-retail	Active Non-
24545	2454500	COLUMBUS	OH	2204 City Gate Drive	43219	Non-retail	Active Non-
1560	156000	Dayton Mall	OH	2700 Miamisburg Centerville Rd	45459	Open Store	Annc'd to

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
7209	720900	East Liverpool	OH	15891 State Rt 170	43920	Open Store	Annc'd to
9096	909600	Fostoria	OH	620 Plaza Dr	44830	Open Store	Open Store
7595	759500	Gahanna	OH	845 Claycraft Road	43230	Non-retail	Active Non-
7397	739700	Grove City	OH	2400 Stringtown Road	43123	Open Store	Open Store
30962	3096204	GROVEPORT	OH	5765 GREEN POINTE DRIVE	43125	Non-retail	Active Non-
7644	764400	Harrison	OH	10560 Harrison Avenue	45030	Open Store	Open Store
25016	2501600	LEWIS CENTER	OH	8482 COTTER ST	43035	Non-retail	Active Non-
7477	747700	Marietta	OH	502 Pike Street	45750	Open Store	Open Store
4257	425700	Middleburg Heights	OH	17840 Bagley Rd	44130	Open Store	Annc'd to
1430	143000	Middleburg Hts	OH	6950 W 130Th St	44130	Non-retail	Active Non-
8918	891800	MONROE	OH	4425 Salzman Road	45044	Non-retail	Active Non-
1564	156400	Niles	OH	5320 Youngstown Rd	44446	Open Store	Annc'd to
3243	324300	North Canton	OH	1447 N Main St	44720	Open Store	Open Store
1210	121000	Polaris	OH	1400 Polaris Pkwy	43240	Open Store	Open Store
2104	210400	St Clairsville	OH	Banfield Rd & I-70	43950	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
3142	314200	Tallmadge	OH	555 South Ave	44278	Open Store	Open Store
24538	2453800	WARRENSVLL HT	OH	4829 Galaxy Pky	44128	Non-retail	Active Non-
4782	478200	Clinton	OK	2501 Redwheat Drive	73601	Open Store	Open Store
26716	2671600	LAWTON	OK	416 Se F Ave	73501	Non-retail	Active Non-
2311	231100	Norman	OK	3201 W Main St	73072	Open Store	Annc'd to
1091	109100	Okla City/Sequoyah	OK	4400 S Western Ave	73109	Closed	Closed Store
8931	893100	OKLAHOMA CITY	OK	1425 S Central	73129	Non-retail	Active Non-
4363	436300	TULSA	OK	3643 S 73Rd East Ave	74145	Non-retail	Active Non-
24024	2402400	TULSA	OK	12626 E. 60Th Street	74146	Non-retail	Active Non-
1151	115100	Tulsa Woodland Hls	OK	6929 S Memorial Dr	74133	Open Store	Annc'd to
4455	445500	Beaverton	OR	3955 S W Murray Blvd	97005	Open Store	Annc'd to
6374	637400	CLACKAMAS	OR	14658 Se 82Nd Dr	97015	Non-retail	Active Non-
24562	2456200	Clackamas	OR	16131 Se Evelyn Street	97015	Non-retail	Active Non-
3839	383900	Corvallis	OR	400 North East Circle Blv	97330	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
8883	888300	EUGENE	OR	4725 Pacific Ave	97402	Non-retai l	Active Non- -
1119	111900	Happy Valley	OR	11800 SE 82nd Ave	97086	Open Store	Annc'd to C
2179	217900	Medford	OR	501 Medford Ctr	97504	Open Store	Open Store
8228	822800	Portland	OR	12402 Ne Marx Street	97230	Non-retai l	Active Non- -
8841	884100	PORLAND	OR	15427 Ne Airport Way	97230	Non-retai l	Active Non- -
2715	271500	Salem	OR	955 Lancaster Dr Ne	97301	Open Store	Annc'd to C
2119	211900	Salem(Lancaster)	OR	827 Lancaster Dr Ne	97301	Open Store	Annc'd to C
3888	388800	The Dalles	OR	2640 West Sixth St	97058	Open Store	Open Store
1079	107900	Washington Sq	OR	9800 Sw Washington Square Rd	97223	Open Store	Annc'd to C
3361	336100	Allentown	PA	1502 South Fourth St	18103	Open Store	Annc'd to C
8744	874400	ALLENTOWN	PA	1820 Race Street	18109	Non-retai l	Active Non- -
2494	249400	Altoona	PA	5580 Goods Lane Suite 1005	16602	Open Store	Open Store
4150	415000	Altoona	PA	528 W Plank Road	16602	Open Store	Annc'd to C
8875	887500	Altoona	PA	700 N Third Avenue	16601	Non-retai l	Active Non- -

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
1454	145400	Bensalem/Crnwls Hts	PA	100 Neshaminy Mall	19020	Open Store	Annc'd to
9161	916100	Berwick	PA	1520 W Front St	18603	Open Store	Open Store
24411	2441100	BRIDGEVILLE	PA	300 Bursca Drive; Suite 303	15017	Non-retai 1	Active Non-
1711	171100	Camp Hill	PA	3505 Capitol Hill City Mall Dr	17011	Open Store	Open Store
7746	774600	Carlisle	PA	1180 Walnut Bottom Rd	17013	Open Store	Annc'd to
3225	322500	Chambersburg	PA	1005 Wayne Ave	17201	Open Store	Open Store
8781	878100	Chambersburg	PA	1475 Nitterhouse Dr	17201	Non-retai 1	Active Non-
7293	729300	Clifton Heights	PA	713 E Baltimore Pike	19018	Open Store	Open Store
3911	391100	Columbia	PA	3975 Columbia Ave	17512	Open Store	Open Store
3737	373700	Doylestown	PA	4377 Route 313	18901	Open Store	Open Store
2124	212400	Dubois	PA	5522 Shaffer Rd Ste 129	15801	Open Store	Annc'd to
7192	719200	Easton	PA	320 South 25Th Street	18042	Open Store	Open Store
3266	326600	Edwardsville	PA	U S Route 11 Mark Plaza	18704	Open Store	Open Store
3963	396300	Elizabethtown	PA	1605 South Market Street	17022	Open Store	Open Store
9662	966200	Ephrata	PA	1127 S State St	17522	Open Store	Open Store
4113	411300	Erie	PA	2873 W 26Th Street	16506	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
24517	2451700	EXPORT	PA	1022 Corporate Lane, Bldg #2	15632	Non-retail	Active Non-
8873	887300	GOULDSBORO	PA	400 First Avenue	18424	Non-retail	Active Non-
2244	224400	Hanover	PA	1155 Carlisle St Ste 5	17331	Closed	Closed Store
6814	681400	Hermitage	PA	3235 E State-Shennango Vly MI	16148	Open Store	Annc'd to
3597	359700	Holmes	PA	600 Macdade Blvd	19043	Open Store	Open Store
7470	747000	Hummelstown	PA	1170 Mae Street	17036	Open Store	Annc'd to
1064	106400	Langhrn/Oxford Vly	PA	2300 E Lincoln Hwy	19047	Open Store	Annc'd to
7699	769900	Lebanon	PA	1745 Quentin	17042	Open Store	Open Store
7372	737200	Leechburg	PA	451 Hude Park Road	15656	Open Store	Open Store
3884	388400	Matamoras	PA	111 Hulst Dr, Ste 722	18336	Open Store	Annc'd to
433	43300	MIDDLETOWN	PA	2040 N Union St	17057	Non-retail	Active Non-
8275	827500	Morrisville	PA	One Kresge Rd	19030	Non-retail	Active Non-
6254	625400	New Castle	PA	2500 W State StUnion Plz	16101	Open Store	Open Store
7083	708300	New Castle	PA	2650 Ellwood Rd	16101	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
4054	405400	New Kensington	PA	100 Tarentum Rd	15068	Open Store	Annc'd to
4064	406400	North Versailles	PA	1901 Lincoln Hwy	15137	Open Store	Open Store
3527	352700	Philadelphia	PA	7101 Roosevelt Blvd	19149	Open Store	Open Store
9409	940900	Phoenixville	PA	1000 Nutt Rd	19460	Open Store	Annc'd to
4010	401000	Pittsburgh	PA	880 Butler Street	15223	Open Store	Annc'd to
8724	872400	PITTSBURGH	PA	27 51St St	15201	Non-retail	Active Non-
9438	943800	Pleasant Hills	PA	720 Clairton Blvd/Rte 51	15236	Open Store	Annc'd to
1484	148400	Reading	PA	Warren St Bypass & Bern Rd	19610	Open Store	Open Store
1034	103400	Ross Park	PA	1008 Ross Park Mall Dr	15237	Closed	Closed Store
8976	897600	ROYERSFORD	PA	477 N Lewis Rd	19468	Non-retail	Active Non-
24527	2452700	SHARON HILL	PA	800 Calcon Hook Rd	19079	Non-retail	Active Non-
3136	313600	Shillington	PA	1 Parkside Ave	19607	Open Store	Open Store
1334	133400	South Hills	PA	300 S Hills Vlg	15241	Closed	Closed Store
2605	260500	State College	PA	183 Shiloh Rd	16801	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property	Status
8962	896200	STEELTON	PA	1235 S Harrisburg St	17113	Non-retai l	Active Non-
2074	207400	Stroudsburg	PA	344 Stroud Mall	18360	Open Store	Open Store
9539	953900	Thorndale	PA	3205 Lincoln Hwy	19372	Open Store	Annc'd to
4713	471300	Towanda	PA	Rt #6 Brandford Town Ctr	18848	Open Store	Open Store
3954	395400	Walnutport	PA	400 North Best Ave	18088	Open Store	Open Store
2114	211400	Washington	PA	1500 W Chestnut St	15301	Open Store	Open Store
7374	737400	West Chester	PA	985 Paoli Pike	19380	Open Store	Open Store
1154	115400	Whitehall	PA	1259 Whitehall Mall	18052	Open Store	Open Store
443	44300	WILKES BARRE	PA	Hanover Industrial Pk	13656	Non-retai l	Active Non-
3268	326800	Wilkes-Barre	PA	910 Wilkes Barre Twp Blvd	18702	Open Store	Open Store
3390	339000	Williamsport	PA	1915 E Third St	17701	Open Store	Open Store
3810	381000	Willow Street	PA	2600 N Willow Street Pike	17584	Open Store	Open Store
3949	394900	Wind Gap	PA	803 Male Rd	18091	Open Store	Open Store
4732	473200	Aguadilla	PR	Road 2 Km 126.5	00605	Open Store	Open Store
7566	756600	Arecibo	PR	State Road 2 Km 80.2	00612	Open Store	Open Store
7570	757000	Bayamon	PR	Plaza Rio Hondo & Comerio Ave	00961	Open Store	Open Store
7788	778800	Bayamon	PR	Pr 167 & Las Cumbres	00957	Open Store	Open Store

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1085	108500	Caguas	PR	Intsctn St Rd Pr 1 & Pr 156	00725	Open Store	Open Store
4858	485800	Caguas	PR	Calle Betances Final #400	00726	Open Store	Open Store
7419	741900	Caguas	PR	Rafael Cordero & Hwy 30	00725	Open Store	Open Store
1925	192500	Carolina	PR	Carolina S/C	00988	Open Store	Open Store
7665	766500	Carolina	PR	65Th Infantry Ave	00985	Open Store	Open Store
7446	744600	Cayey	PR	Carr Rt #1 - Km 106	00736	Open Store	Open Store
2085	208500	Fajardo	PR	State Rd 3	00738	Open Store	Open Store
2675	267500	Guayama	PR	Road 3 Km.L34.7	00784	Open Store	Open Store
7768	776800	Guaynabo	PR	Pr 20 And Esmeralda	00969	Open Store	Open Store
7842	784200	HATO REY	PR	Plz Las Americas Mall	00918	Open Store	Open Store
3993	399300	Juana Diaz	PR	State Rd 149&State Rd 584	00795	Open Store	Open Store
1935	193502	Mayaguez	PR	975 Hostos Ave Ste 110	00680	Non-retail	Active Non-
3882	388200	Mayaguez	PR	Pr Rte #2; Km 149.5	00680	Open Store	Open Store
2385	238500	Naranjito	PR	El Mercado Plaza	00782	Open Store	Open Store
1945	194500	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Open Store	Open Store
1945	194502	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Non-retail	Active Non-
7741	774100	Ponce	PR	2643 Ponce Bypass	00728	Open Store	Open Store
4844	484400	Rio Piedras	PR	9410 Ave Los Romeros	00926	Open Store	Open Store

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3896	389600	San German	PR	Castro Perez Ave (Pr 122)	00683	Open Store	Open Store
4490	449000	San Juan	PR	Caparra Hgts - San Patricio S/C Roosevelt & San Patricio	00920	Open Store	Open Store
4494	449400	Trujillo Alto	PR	200 Carr 181	00976	Open Store	Open Store
7784	778400	Vega Alta	PR	Carr 2, Estatal, Plaza Caribe Mall	00692	Open Store	Open Store
7752	775200	Yauco	PR	Sr 128 @ Sr 2 Km 0.5	00698	Open Store	Open Store
24560	2456000	CAYCE	SC	2110 Commerce Dr	29033	Non-retail	Active Non-
4016	401600	Greenville	SC	Church St Extension	29605	Open Store	Open Store
8846	884600	GREENVILLE	SC	115 Haywood Rd	29607	Non-retail	Active Non-
8858	885800	Ladson	SC	3831 Commercial Cneter Rd	29456	Non-retail	Active Non-
7616	761600	Lexington	SC	748 W Main Street	29072	Open Store	Open Store
7274	727400	Mauldin	SC	129 West Butler Avenue	29662	Open Store	Annc'd to
2807	280700	Rock Hill	SC	2197 Dave Lyle Blvd	29730	Open Store	Open Store
7043	704300	Rock Hill	SC	2302 Cherry Rd	29732	Open Store	Annc'd to
7062	706200	Sumter	SC	1143 Broad St	29150	Open Store	Open Store
4141	414100	West Columbia	SC	1500 Charleston Hwy	29169	Open Store	Open Store
4170	417000	Rapid City	SD	1111 E North St	57701	Open Store	Open Store

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7241	724100	Bartlett	TN	8024 Stage Hills Blvd	38133	Non-retail	Active Non-
1115	111500	Chattanooga	TN	2100 Hamilton Place Blvd	37421	Open Store	Annc'd to
8037	803700	CHATTANOOGA	TN	6300 Enterprise Park Dr; Ste A	37416	Non-retail	Active Non-
2335	233500	Clarksville	TN	2801 Wilma Rudolph Blvd	37040	Open Store	Annc'd to
1146	114600	Cordova	TN	2800 N Germantown Prkwy	38133	Open Store	Annc'd to
2036	203600	Jackson	TN	2021 N Highland Ave	38305	Open Store	Open Store
2265	226500	Johnson City	TN	2011 N Roan St	37601	Open Store	Open Store
7460	746000	Knoxville	TN	6909 Maynardville Pike Ne	37918	Open Store	Annc'd to
8947	894700	KNOXVILLE	TN	114 Sherlake Rd	37922	Non-retail	Active Non-
9621	962100	Lebanon	TN	1443 W Main St	37087	Open Store	Open Store
2156	215600	Maryville	TN	198 Foothills Mall	37801	Open Store	Open Store
8756	875600	Memphis	TN	3952 Willow Lake Blvd; Bldg 5	38118	Non-retail	Active Non-
24542	2454200	MEMPHIS	TN	1710 Shelby Oaks Drive	38133	Non-retail	Active Non-
2226	222600	Murfreesboro	TN	1720 Old Fort Pkwy	37129	Open Store	Open Store

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8206	820600	NASHVILLE	TN	640 Thompson Lane	37211	Non-retai l	Active Non- retail
24611	2461100	NASHVILLE	TN	5010 Linbar Drive # 125	37211	Non-retai l	Active Non- retail
9735	973500	Sevierville	TN	217 Forks Of River Pkwy	37862	Open Store	Open Store
1395	139500	West Town	TN	7600H Kingston Pike	37919	Open Store	Annc'd to C
1387	138700	Amarillo	TX	7701 1-40 W	79121	Open Store	Open Store
1137	113700	Austin	TX	1000 E 41St	78751	Open Store	Annc'd to C
1357	135700	Austin/Barton Creek	TX	2901 S Capitol Of Texas Hwy	78746	Open Store	Annc'd to C
1327	132700	Baytown	TX	1000 San Jacinto Mall	77521	Open Store	Annc'd to C
30954	3095400	Brownsville	TX	2440 Pablo Kisel Blvd	78526	Clos ed	Closed Store
1217	121702	Corpus Christi	TX	1305 Airline Rd	78412	Non-retai l	Active Non- retail
8870	887000	DALLAS	TX	1600 Roe St	75215	Non-retai l	Active Non- retail
8021	802100	EL PASO	TX	39B Concord	79906	Non-retai l	Active Non- retail
24554	2455400	El Paso	TX	1335 Geronimo Dr	79925	Non-retai l	Active Non- retail

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1080	108000	Frisco	TX	2605 Preston Rd	75034	Open Store	Annc'd to
447	44700	GARLAND	TX	2775 W Miller Rd	75042	Non-retail	Active Non-
8907	890700	GARLAND	TX	1501 Kings Rd	75042	Non-retail	Active Non-
8807	880700	GRAPEVINE	TX	615 Westport Pkwy; Ste 200	76051	Non-retail	Active Non-
2537	253700	Harlingen	TX	2002 S Expy 83	78552	Open Store	Annc'd to
24011	2401100	HOUSTON	TX	10055 Regal Row	77040	Non-retail	Active Non-
1277	127700	Ingram	TX	6301 Nw Loop 410	78238	Open Store	Annc'd to
2147	214700	Irving	TX	2501 Irving Mall	75062	Open Store	Annc'd to
2487	248700	Killeen	TX	2000 Killeen Mall	76543	Open Store	Open Store
2247	224702	Laredo	TX	5300 San Dario Ave	78041	Non-retail	Active Non-
2557	255700	Longview	TX	3510 Mccann Rd	75605	Open Store	Open Store
1247	124700	Lubbock	TX	6002 Slide Rd	79414	Open Store	Annc'd to
4389	438900	McAllen	TX	1801 South 10Th Street	78503	Open Store	Open Store
7972	797200	McAllen	TX	3701 North McColl	78503	Non-retail	Active Non-

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1067	106700	Memorial	TX	303 Memorial City Mall	77024	Open Store	Annc'd to
8922	892200	PFLUGERSVILLE	TX	828 New Meister Lane, Suite 100	78660	Non-retai l	Active Non-
1629	162900	Pharr	TX	500 N. Jackson Road	78577	Open Store	Open Store
9767	976700	PLANO	TX	2301 West Plano Parkway, Suite 201	75075	Non-retai l	Active Non-
2637	263700	Port Arthur	TX	3100 FM 365	77642	Open Store	Open Store
1207	120700	Richardson	TX	201 S Plano Rd	75081	Open Store	Open Store
1097	109700	San Antonio	TX	2310 Sw Military Dr	78224	Open Store	Open Store
8747	874700	SAN ANTONIO	TX	1331 N Pine St	78202	Non-retai l	Active Non-
9507	950700	SAN ANTONIO	TX	1560 CABLE RANCH RD	78245	Non-retai l	Active Non-
24029	2402900	SAN ANTONIO	TX	5696 Randolph Blvd	78239	Non-retai l	Active Non-
1127	112700	Shepherd	TX	4000 N Shepherd Dr	77018	Open Store	Open Store
1227	122700	Southwest Ctr	TX	3450 W Camp Wisdom Rd	75237	Open Store	Annc'd to
2077	207700	Tyler	TX	4701 S Broadway Ave	75703	Open Store	Annc'd to
2617	261700	Victoria	TX	7508 N Navarro St	77904	Open Store	Annc'd to

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1367	136700	Waco	TX	6001 W Waco Dr	76710	Open Store	Open Store
8948	894800	SALT LAKE CTY	UT	175 W 1300 South	84115	Non-retail	Active Non-
24604	2460400	SALT LAKE CTY	UT	2027 S 4130 W	84104	Non-retail	Active Non-
9794	979400	St. George	UT	785 S Bluff	84770	Open Store	Open Store
1888	188800	West Jordan	UT	7453 S Plaza Center Dr	84084	Open Store	Annc'd to
1284	128400	Alexandria	VA	5901 Duke St	22304	Open Store	Open Store
4483	448300	Annandale	VA	4251 John Marr Drive	22003	Open Store	Annc'd to
2435	243500	Charlottesville	VA	1531 Rio Rd E	22901	Open Store	Open Store
3471	347100	Chesapeake	VA	2001 South Military Hwy	23320	Open Store	Open Store
8838	883800	CHESAPEAKE	VA	713 Fenway Ave; Ste D	23323	Non-retail	Active Non-
1615	161500	Chspk/Greenbrier	VA	1401 Greenbrier Pkwy	23320	Closed	Closed Store
8823	882300	DULLES	VA	45065 Old Ox Rd	20166	Non-retail	Active Non-
1814	181400	Fairfax	VA	12000 Fair Oaks Mall	22033	Open Store	Annc'd to
1024	102400	Falls Church	VA	6211 Leesburg Pike	22044	Open Store	Open Store
2694	269400	Fredericksburg	VA	100 Spotsylvania Mall	22407	Open Store	Open Store

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1575	157500	Hampton	VA	100 Newmarket Fair Mall	23605	Open Store	Annc'd to
8836	883600	RICHMOND	VA	4100 Tomlyn St	23230	Non-retail	Active Non-
24552	2455200	RICHMOND	VA	5340 S Laburnum Ave	23231	Non-retail	Active Non-
7415	741500	Springfield	VA	6364 Springfield Plaza	22150	Open Store	Annc'd to
3785	378500	Tabb	VA	5007 Victory Blvd	23693	Open Store	Open Store
1265	126500	Virginia Beach	VA	4588 Virginia Beach Blvd	23462	Closed	Closed Store
7717	771700	Waynesboro	VA	2712 W Main St	22980	Open Store	Annc'd to
7259	725900	Williamsburg	VA	118 Waller Mill Rd	23185	Open Store	Annc'd to
2784	278400	Winchester	VA	1850 Apple Blossom Dr	22601	Open Store	Open Store
7413	741300	Frederiksted	VI	Remainder Matriculate #1	00840	Open Store	Open Store
3972	397200	St. Croix	VI	Sunny Isle S/C, Space #1	00820	Open Store	Open Store
3829	382900	St. Thomas	VI	26 - A Tutu Park Mall	00802	Open Store	Open Store
7793	779300	St. Thomas	VI	9000 Lockhart Gdns S/C; Ste 1	00802	Open Store	Open Store
45061	4506100	COLCHESTER	VT	4 ACORN LANE	03848	Non-retail	Active Non-

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3133	313300	Bellingham	WA	1001 E Sunset Drive	98226	Open Store	Annc'd to
2049	204900	Everett	WA	1302 Se Everett Mall Way	98208	Open Store	Open Store
2329	232900	Kennewick(Pasco)	WA	1321 N Columbia Center Blvd	99336	Open Store	Open Store
3413	341300	Kent	WA	24800 W Valley Hwy	98032	Closed	Closed Store
8709	870900	KENT	WA	7650 S 228Th St	98032	Non-retai	Active Non-
8897	889700	KENT	WA	6250 S. 196Th Street	98032	Non-retai	Active Non-
2330	233000	Puyallup	WA	3500 S MeridianSte 900	98373	Open Store	Annc'd to
2329	232902	Richland	WA	1661 B Fowler St	99352	Non-retai	Active Non-
36692	3669200	Seattle	WA	701 5th Ave	98104	Non-retai	Active Non-
38167	3816700	Seattle	WA	1415 NE 45th Street	98105	Non-retai	Active Non-
24526	2452600	Seattle/Tukwilla	WA	12628 Interurban Ave South	98168	Non-retai	Active Non-
8004	800400	Spokane	WA	10424 W Aero Rd	99004	Non-retai	Active Non-
9480	948000	SPOKANE	WA	12310 Mirabeau Parkway; Suite 500	99216	Non-retai	Active Non-

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2239	223900	Vancouver	WA	8800 Ne Vancouver Mall Dr	98662	Open Store	Annc'd to
7034	703400	Walla Walla	WA	2200 East Isaacs Ave	99362	Open Store	Open Store
24555	2455500	BROOKFIELD	WI	13040 W Lisbon Rd; Bldg 2 Ste 300	53005	Non-retai 1	Active Non-
8968	896800	JANESVILLE	WI	3920 Kennedy Rd	53545	Non-retai 1	Active Non-
7648	764800	Mauston	WI	800 North Union	53948	Open Store	Open Store
8220	822000	NEW BERLIN	WI	16255-16351 W LINCOLN AVE	53151	Non-retai 1	Active Non-
3692	369200	Oconomowoc	WI	1450 Summit Avenue	53066	Open Store	Open Store
3851	385100	Racine	WI	5141 Douglas Ave	53402	Open Store	Open Store
7649	764900	Ripon	WI	1200 West Fond Du Lac St	54971	Open Store	Open Store
8725	872500	VANDENBROEK	WI	N 168 Apoltolic Rd	54140	Non-retai 1	Active Non-
3750	375000	Waupaca	WI	830 West Fulton St	54981	Open Store	Open Store
8782	878200	WAUWATOSA	WI	4320 N. 124Th Street	53222	Non-retai 1	Active Non-
6375	282601	Bridgeport	WV	225 Meadowbrook Mall	26330	Open Store	Open Store
4188	418800	Charleston	WV	1701 4Th Ave W	25387	Open Store	Annc'd to
4442	444200	Charleston	WV	6531 Mccorkle Avenue S E	25304	Open Store	Open Store

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3484	348400	Elkview	WV	I-79/Us 43 Crossings Mall	25071	Open Store	Open Store
3724	372400	Scott Depot	WV	101 Great Teays Blvd	25560	Open Store	Annc'd to Close
2304	230400	Westover/Morgantown	WV	9520 Mall Rd	26501	Open Store	Annc'd to Close
2341	234100	Casper	WY	701 Se Wyoming Blvd	82609	Open Store	Annc'd to Close
4736	473600	Casper	WY	4000 East 2Nd Street	82609	Open Store	Annc'd to Close
2371	237100	Cheyenne	WY	1400 Del Range Blvd	82009	Closed	Closed Store
4863	486300	Gillette	WY	2150 South Douglas Hwy	82716	Open Store	Annc'd to Close
7139	713900	Jackson	WY	510 S Hwy 89	83002	Open Store	Open Store
30938	3093800	Glendale	AZ	6767 West Bell Road	85308	Closed	Closed Store